
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 20, 2026

UNIVERSAL HEALTH SERVICES, INC.
(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of
Incorporation or Organization)

1-10765
(Commission
File Number)

23-2077891
(I.R.S. Employer
Identification No.)

UNIVERSAL CORPORATE CENTER
367 SOUTH GULPH ROAD
KING OF PRUSSIA, PENNSYLVANIA 19406
(Address of principal executive office) (Zip Code)

Registrant's telephone number, including area code (610) 768-3300

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class B Common Stock	UHS	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement***Issuance of Senior Secured Notes***

On August 20, 2026, Universal Health Services, Inc. (the “Issuer”), completed the public offering of (i) \$600,000,000 aggregate principal amount of its 5.500% Senior Secured Notes due 2031 (the “2031 Notes”), and (ii) \$500,000,000 aggregate principal amount of its 6.000% Senior Secured Notes due 2036 (the “2036 Notes” and, together with the 2031 Notes, the “Notes”), each guaranteed on a senior secured basis by all of the Issuer’s existing and future direct and indirect subsidiaries that guarantee the Issuer’s senior secured credit facility or the Issuer’s other first lien obligations or any junior lien obligations (the “Subsidiary Guarantors”). The Notes have been registered under the Securities Act of 1933, as amended (the “Securities Act”), pursuant to the Issuer’s and the Subsidiary Guarantors’ registration statement on Form S-3 (File No. 333-282135), as amended by the Post-Effective Amendment No. 1 thereto as filed with the Securities and Exchange Commission (the “SEC”) on August 7, 2026, including the prospectus dated September 16, 2024, and a related prospectus supplement dated August 11, 2026 (the “Prospectus Supplement”) as filed with the SEC on August 13, 2026.

On August 20, 2026, the Notes were issued pursuant to an indenture dated as of September 26, 2024 (the “Base Indenture”), among the Issuer, the Subsidiary Guarantors, U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), and JPMorgan Chase Bank, N.A., as collateral agent (the “Collateral Agent”), as amended and supplemented by the Second Supplemental Indenture, dated as of April 22, 2026, and the Third Supplemental Indenture, dated as of August 20, 2026, among the Issuer, the Subsidiary Guarantors, the Trustee and the Collateral Agent (the “Third Supplemental Indenture”, and the Base Indenture as amended and supplemented, the “Indenture”).

Indenture and Notes***Maturity and Interest Payment Dates***

The 2031 Notes will mature on September 1, 2031 and the 2036 Notes will mature on September 1, 2036. Interest on the 2031 Notes will be payable semi-annually, on March 1 and September 1 of each year, commencing on March 1, 2027, to the person in whose name such Note is registered at the close of business on February 15 and August 15, as the case may be. Interest on the 2036 Notes will be payable semi-annually, on March 1 and September 1 of each year, commencing on March 1, 2027, to the person in whose name such Note is registered at the close of business on February 15 and August 15, as the case may be.

Note Guarantees

The Notes will be guaranteed on a senior secured basis by the Subsidiary Guarantors, which include all of the Issuer’s existing and future direct and indirect subsidiaries that guarantee the Issuer’s senior secured credit facility or the Issuer’s other first lien obligations or any junior lien obligations (the “Note Guarantees”). Under certain circumstances, the Subsidiary Guarantors may be released from their Note Guarantees without the consent of the holders of the Notes, including if the Notes then have investment grade ratings, no default has occurred and is continuing, the guarantees of other first lien and any junior lien obligations have been released and liens on the collateral securing all first lien obligations and any junior lien obligations have been released. Any Note Guarantee will also be released if that Subsidiary Guarantor’s guarantees of the senior credit facility, other first lien obligations and any junior lien obligations are released.

Collateral

The Notes and the Note Guarantees are secured by first-priority liens, subject to permitted liens, on certain of the Issuer’s assets and certain assets of those Subsidiary Guarantors that have pledged those assets to secure certain of the Issuer’s other indebtedness or indebtedness of those Subsidiary Guarantors (the “Secured Guarantors”) now owned or acquired in the future by the Issuer and the Secured Guarantors (other than real property and certain other excluded assets). The Issuer’s obligations with respect to the Notes, the obligations of the Subsidiary Guarantors under the Note Guarantees and the performance of all the Issuer and the Subsidiary Guarantors’ other obligations

under the Indenture are secured equally and ratably with the Issuer's and the Secured Guarantors' obligations under the Issuer's senior secured credit facility, the Issuer's 1.650% Senior Secured Notes due 2026 (the "Existing 2026 Notes"), 4.625% Senior Secured Notes due 2029 (the "Existing 2029 Notes"), 2.650% Senior Secured Notes due 2030 (the "Existing 2030 Notes"), 2.650% Senior Secured Notes due 2032 (the "Existing 2032 Notes") and 5.050% Senior Secured Notes due 2034 (the "Existing 2034 Notes") by a perfected first-priority security interest, subject to permitted liens, in the collateral owned by the Issuer and the Secured Guarantors, whether now owned or hereafter acquired. However, the liens on the collateral securing the Notes and the Note Guarantees of the Secured Guarantors will be released if (i)(x) the Notes then have investment grade ratings, (y) no default has occurred and is continuing and (z) the liens on the collateral securing all first lien obligations (including the senior secured credit facility, the Existing 2026 Notes, the Existing 2029 Notes, the Existing 2030 Notes, the Existing 2032 Notes and the Existing 2034 Notes) and any junior lien obligations have been released or (ii) the collateral under the senior secured credit facility, any other first lien obligations and any junior lien obligations has been released or no longer required to be pledged. The Notes have investment grade ratings from both Moody's Investors Service ("Moody's") and Standard & Poor's Ratings Services ("S&P") as of their date of issuance; however, the condition in clause (i)(z) of the preceding sentence has not been met as of the date of issuance because the conditions to the release of the collateral under the senior secured credit facility have not been met as of that date.

Ranking

The Notes and the Note Guarantees are the Issuer's and the Secured Guarantors' senior secured obligations and:

- rank senior in right of payment to any of the Issuer's and the Subsidiary Guarantors' future subordinated indebtedness;
- rank equally in right of payment with all of the Issuer's and the Subsidiary Guarantors' existing and future senior indebtedness;
- rank equally in right of payment with the Issuer's obligations under the Issuer's senior secured credit facility, the Existing 2026 Notes, the Existing 2029 Notes, the Existing 2030 Notes, Existing 2032 Notes and the Existing 2034 Notes to the extent of the value of the collateral;
- rank effectively senior to the Issuer's and the Subsidiary Guarantors' existing and future unsecured debt to the extent of the value of the assets securing the Notes and the Note Guarantees;
- be effectively subordinated to any of the Issuers' and the Subsidiary Guarantors' existing and future indebtedness that is secured by assets that do not constitute collateral to the extent of the value of such assets; and
- be structurally subordinated to obligations of the Issuer's non-guarantor subsidiaries.

If the Issuer elects to add unsecured guarantors in the future, the Note Guarantees of such guarantors will be senior unsecured obligations of the unsecured guarantors, rank senior in right of payment to any of the unsecured guarantors' future subordinated indebtedness, rank equally in right of payment with the unsecured guarantors' existing and future senior indebtedness and rank effectively junior to all existing and future senior secured debt of the unsecured guarantors to the extent of the value of any assets securing such senior debt.

Covenants

The Indenture, among other things, limit the Issuer's ability and the ability of its subsidiaries to (1) consolidate, merge, sell or otherwise dispose of all or substantially all of its assets; (2) create mortgages on certain of the Issuer's and its subsidiaries' principal properties to secure debt; and (3) engage in certain sale and lease-back transactions.

Optional Redemption

The Issuer may redeem some or all of the 2031 Notes at any time prior to August 1, 2031, and some or all of the 2036 Notes at any time prior to June 1, 2036, in each case at a price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, plus a "make whole" premium. Each of the 2031 Notes and the 2036 Notes may be redeemed on or after the applicable date specified in the preceding sentence at a redemption price equal to 100% of the principal amount of such Notes of such series plus accrued and unpaid interest, if any, thereon to, but excluding, such redemption date.

Change of Control

Upon the occurrence of certain kinds of changes of control, if the Notes have ceased to have investment grade ratings (including as a result of entering into an agreement that would result in such a change of control), holders of the Notes of each series will have the right to cause the Issuer to repurchase the Notes of such series at 101% of the principal amount thereof, plus accrued and unpaid interest and additional interest, if any, to, but excluding, the repurchase date. Because the Notes have investment grade ratings from both Moody's and S&P as of the issue date of the Notes, this covenant will initially be suspended.

Events of Default

The Indenture also provides for events of default which, if any of them occurs, would permit or require the principal amount of, premium, if any, and accrued and unpaid interest, if any, on the Notes to become or to be declared due and payable.

In addition, an Additional Authorized Representative Joinder Agreement (the "Additional Authorized Representative Joinder Agreement"), dated as of August 20, 2026, among U.S. Bank Trust Company, National Association, as trustee and additional authorized representative for the holders of the Notes, the Issuer, the Subsidiary Guarantors party thereto, and JPMorgan Chase Bank, N.A., as collateral agent and administrative agent, relating to the guarantees and collateral described above, is filed with this Current Report on Form 8-K as Exhibit 4.6.

The foregoing descriptions of the Notes, the Note Guarantees, the Indenture (including the forms of the Notes) and the Additional Authorized Representative Joinder Agreement are qualified in their entirety by the terms of such agreements, which are incorporated herein by reference and attached hereto as Exhibits 4.1 through 4.6.

Relationships

As more fully described under the caption "Underwriting" in the Prospectus Supplement, certain of the underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to the Issuer and to persons and entities with relationships with the Issuer, for which they have received or will receive customary fees and expenses. In particular, JPMorgan Chase Bank, N.A., an affiliate of J.P. Morgan Securities LLC, acts as a joint lead arranger and acts as administrative agent under the Issuer's senior secured credit facility, and affiliates of certain of the other underwriters, including J.P. Morgan Securities LLC, BofA Securities, Inc., Truist Securities, Inc., U.S. Bancorp Investments, Inc. and Wells Fargo Securities, LLC, act as lenders and, in some cases, as joint lead arrangers and agents, under the Issuer's revolving credit facility and tranche A term loan facilities. In addition, J.P. Morgan Securities LLC acted as the Issuer's financial advisor in connection with the Issuer's recent acquisition of Talkspace, Inc. The affiliates of certain underwriters will receive a portion of the proceeds of the transactions as a result of the repayment of the outstanding borrowings under the Issuer's revolving credit facility. Additionally, certain of the underwriters and/or their respective affiliates may hold some of the Existing 2026 Notes and may receive a portion of the proceeds from the transactions as a result.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in response to Item 1.01 under the headings "Issuance of Senior Secured Notes" and "Indenture and Notes" is incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits**(d) Exhibits.**

Exhibit No.	Exhibit Description
4.1	<u>Indenture, dated as of September 26, 2024, among the Issuer, the Subsidiary Guarantors party thereto, U.S. Bank Trust Company, National Association, as trustee, and JPMorgan Chase Bank, N.A., as collateral agent, previously filed as Exhibit 4.1 to the Issuer's Current Report on Form 8-K dated October 1, 2024, is incorporated herein by reference.</u>
4.2	<u>Second Supplemental Indenture, dated as of April 22, 2026, among the Issuer, the Subsidiary Guarantors party thereto, and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, to the indenture, dated as of September 26, 2024, previously filed as Exhibit 4.3 to the Issuer's Current Report on Form 8-K dated April 24, 2026, is incorporated herein by reference.</u>
4.3	<u>Third Supplemental Indenture, dated as of August 20, 2026, among the Issuer, the Subsidiary Guarantors party thereto, U.S. Bank Trust Company, National Association, as trustee, and JPMorgan Chase Bank, N.A., as collateral agent, to the indenture, dated as of September 26, 2024, governing the Issuer's 5.500% Senior Secured Notes due 2031 and the Issuer's 6.000% Senior Secured Notes due 2036.</u>
4.4	<u>Form of Global Note representing the 2031 Notes (included in Exhibit 4.3)</u>
4.5	<u>Form of Global Note representing the 2036 Notes (included in Exhibit 4.3)</u>
4.6	<u>Additional Authorized Representative Joinder Agreement, dated as of August 20, 2026, among U.S. Bank Trust Company, National Association, as trustee and additional authorized representative for the holders of the Notes, the Issuer, the Subsidiary Guarantors party thereto, and JPMorgan Chase Bank, N.A., as collateral agent and administrative agent.</u>
5.1	<u>Opinion of Norton Rose Fulbright LLP</u>
5.2	<u>Opinion of Matthew D. Klein</u>
23.1	<u>Consent of Norton Rose Fulbright US LLP (included in Exhibit 5.1)</u>
23.2	<u>Consent of Matthew D. Klein (included in Exhibit 5.2)</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Universal Health Services, Inc.

Date: August 21, 2026

By: /s/ Steve Filton

Name: Steve Filton

Title: Executive Vice President and Chief Financial Officer

THIRD SUPPLEMENTAL INDENTURE

Dated as of August 20, 2026

Among

UNIVERSAL HEALTH SERVICES, INC.

THE GUARANTORS NAMED ON THE SIGNATURE PAGES HERETO

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

and

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

5.500% SENIOR SECURED NOTES DUE 2031

6.000% SENIOR SECURED NOTES DUE 2036

Supplemental to Indenture dated as of September 26, 2024

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS AND INCORPORATION BY REFERENCE	1
Section 1.01 Definitions	1
Section 1.02 Rules of Construction	3
ARTICLE 2 TERMS OF THE NOTES	4
Section 2.01 Title and Ranking	4
Section 2.02 Issue Prices	4
Section 2.03 Principal Amounts	4
Section 2.04 Payment of the Notes	4
Section 2.05 Interest	4
Section 2.06 Guarantees	4
Section 2.07 Place of Payment and Surrender for Registration of Transfer or Exchange	5
Section 2.08 Optional Redemption	5
Section 2.09 No Sinking Fund	7
Section 2.10 Currencies	7
Section 2.11 Collateral and Security	7
Section 2.12 Defaults and Remedies	7
Section 2.13 Offer to Repurchase Upon Change of Control Following a Reversion Date	7
Section 2.14 Amendment, Supplement and Waiver	10
Section 2.15 Defeasance	11
Section 2.16 Form and Dating	11
Section 2.17 CUSIP and ISIN Numbers	14
ARTICLE 3 MISCELLANEOUS	14
Section 3.01 Governing Law	14
Section 3.02 Successors	15
Section 3.03 Severability	15
Section 3.04 Counterpart Originals; Facsimile and Electronic Delivery of Signature Pages	15
Section 3.05 Table of Contents, Headings, etc.	15
Section 3.06 Payments Due on Non-Business Days	15
Exhibit A-1 Form of 2031 Note	
Exhibit A-2 Form of 2036 Note	

THIRD SUPPLEMENTAL INDENTURE, dated as of August 20, 2026, among Universal Health Services, Inc., a Delaware corporation (the “Issuer”), the Guarantors (as defined herein) listed on the signature pages hereto, U.S. Bank Trust Company, National Association, as Trustee, and JPMorgan Chase Bank, N.A., as Collateral Agent.

W I T N E S S E T H

WHEREAS, the Issuer, the Guarantors, Trustee and the Collateral Agent executed and delivered an Indenture, dated as of September 26, 2024 (the “Base Indenture”) as supplemented by the First Supplemental Indenture, dated as of September 26, 2024, and the Second Supplemental Indenture, dated as of April 22, 2026 (and, as further supplemented hereby, the “Indenture”), to provide for the issuance of Notes by the Issuer from time to time, to be issued in one or more series as provided in the Indenture;

WHEREAS, the Issuer has duly authorized the creation and issue of \$600,000,000 aggregate principal amount of 5.500% Senior Secured Notes due 2031 (the “Initial 2031 Notes”) and \$500,000,000 aggregate principal amount of 6.000% Senior Secured Notes due 2036 (the “Initial 2036 Notes”) and, together with the Initial 2036 Notes, the “Initial Notes”);

WHEREAS, the entry into this Third Supplemental Indenture by the parties hereto is in all respects authorized by the provisions of the Base Indenture;

WHEREAS, the Issuer desires to establish the terms of each series of the Notes in accordance with Section 2.01(b) of the Base Indenture and to establish the forms of the Notes in accordance with Section 2.01(e) of the Base Indenture; and

WHEREAS, the Issuer and each of the Guarantors has duly authorized the execution and delivery of this Third Supplemental Indenture.

NOW, THEREFORE, the Issuer, the Guarantors, the Trustee and the Collateral Agent agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders of the Notes.

ARTICLE 1

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01 Definitions.

“2031 Notes” means the Issuer’s 5.500% Senior Secured Notes due 2031.

“2036 Notes” means the Issuer’s 6.000% Senior Secured Notes due 2036.

“Additional Notes” means additional 2031 Notes or additional 2036 Notes, as applicable (other than the Initial Notes), issued from time to time under the Indenture in accordance with Section 2.16(b) hereof and any other applicable provisions of the Indenture.

“beneficial ownership” has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, and “beneficial owner” has a corresponding meaning.

“Change of Control” means the occurrence of any of the following:

(1) any “person” or “group” of related persons (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than one or more Permitted Holders, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that such person or group shall be deemed to have “beneficial ownership” of all shares that any such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Issuer or any of its direct or indirect parent entities (or their successors by merger, consolidation or purchase of all or substantially all of their assets);

(2) the sale, assignment, conveyance, transfer, lease or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Issuer and its Restricted Subsidiaries taken as a whole to any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) other than transactions with a Permitted Holder; or

(3) the adoption by the stockholders of the Issuer of a plan or proposal for the liquidation or dissolution of the Issuer.

“Depository” means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.07(b) as the Depository with respect to the Notes, and any and all successors thereto appointed as Depository hereunder and having become such pursuant to the applicable provision of the Indenture.

“Euroclear” means the Euroclear Clearance System or any successor securities clearing agency.

“Initial Notes” has the meaning set forth in the recitals hereto.

“Interest Payment Date” means, (i) with respect to the 2031 Notes, March 1 and September 1 of each year to the Stated Maturity of the 2031 Notes; provided that the first Interest Payment Date for the 2031 Notes shall be March 1, 2027 and (ii) with respect to the 2036 Notes, March 1 and September 1 of each year to the Stated Maturity of the 2036 Notes; provided that the first Interest Payment Date for the 2036 Notes shall be March 1, 2027.

“Issue Date” means August 20, 2026.

“Notes” means, with respect to each of the 2031 Notes and the 2036 Notes, the Initial Notes of such series and any Additional Notes of such series that may be issued under a supplemental indenture and Notes of such series to be issued or authenticated upon transfer, replacement or exchange of Notes of such series.

“Offer to Purchase” means a Change of Control Offer.

“Par Call Date” has the meaning set forth in Section 2.08 hereof.

“Permitted Holders” means Alan B. Miller, Marc D. Miller, A. Miller Family, LLC, MMA Family LLC and any trust or other entity owned by or formed for the benefit of the spouses, children, descendants and other family members of Alan B. Miller and Marc D. Miller. Any Person or group whose acquisition of beneficial ownership constitutes a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of the Indenture (or would result in a Change of Control Offer in the absence of the waiver of such requirement by Holders in accordance with the Indenture) will thereafter constitute additional Permitted Holders.

“Record Date” for the interest payable on any applicable Interest Payment Date means February 15 or August 15 (whether or not a Business Day) next preceding such Interest Payment Date, with respect to each series of the Notes.

“Transactions” means, collectively, (ii) the offering of the Notes and (iii) the use of proceeds from the foregoing.

“Voting Stock” of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the board of directors of such Person.

Section 1.02 Rules of Construction.

Unless the context otherwise requires:

(1) a term defined in Section 1.01 has the meaning assigned to it therein, and a term used herein that is defined in the Trust Indenture Act, either directly or by reference therein, shall have the meaning assigned to it therein;

(2) a term not defined herein that is defined in the Base Indenture has the same meaning when used in this Third Supplemental Indenture;

(3) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(4) “or” is not exclusive;

(5) words in the singular include the plural, and words in the plural include the singular;

(6) provisions apply to successive events and transactions;

(7) unless the context otherwise requires, any reference to an “Appendix,” “Article,” “Section,” “clause,” “Schedule” or “Exhibit” refers to an Appendix, Article, Section, clause, Schedule or Exhibit, as the case may be, of the Indenture;

(8) the words “herein,” “hereof” and other words of similar import refer to the Indenture as a whole and not any particular Article, Section, clause or other subdivision;

(9) “including” means including without limitation;

(10) references to sections of, or rules under, the Securities Act, the Exchange Act or the Trust Indenture Act shall be deemed to include substitute, replacement or successor sections or rules adopted by the SEC from time to time;

(11) unless otherwise provided, references to agreements and other instruments shall be deemed to include all amendments and other modifications to such agreements or instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of the Indenture; and

(12) in the event that a transaction meets the criteria of more than one category of permitted transactions or listed exceptions, the Issuer may classify such transaction as it, in its sole discretion, determines.

ARTICLE 2
TERMS OF THE NOTES

Pursuant to Section 2.01(b) of the Base Indenture, the Notes are hereby established with the following terms and other provisions:

Section 2.01 Title and Ranking

(a) The 2031 Notes shall constitute a series of securities having the title “5.500% Senior Secured Notes due 2031,” and the 2036 Notes shall constitute a series of securities having the title “6.000% Senior Secured Notes due 2036”.

(b) Each of the 2031 Notes and the 2036 Notes shall constitute senior debt obligations of the Issuer and shall rank equally in right of payment with all other existing and future senior debt obligations of the Issuer.

Section 2.02 Issue Prices

(a) The 2031 Notes will initially be issued at 99.937% of the principal amount, and the 2036 Notes will initially be issued at 99.359% of the principal amount.

Section 2.03 Principal Amounts

(a) The Trustee shall authenticate and make available for delivery upon a written order of the Issuer signed by one Officer of the Issuer (a) Initial Notes for original issue on the date hereof in an aggregate principal amount of \$600,000,000 with respect to the Initial 2031 Notes and an aggregate principal amount of \$500,000,000 with respect to the Initial 2036 Notes, (b) subject to the terms of the Indenture, Additional Notes of each series and (c) any other Global Notes issued in exchange for any of the foregoing in accordance with the Indenture. Such order shall specify the amount of the Notes of the applicable series to be authenticated, the date on which the original issue of Notes is to be authenticated and whether the Notes are to be Initial Notes, Additional Notes or other Global Notes.

Section 2.04 Payment of the Notes

(a) The entire outstanding principal amounts of the 2031 Notes and the 2036 Notes shall be payable on September 1, 2031 and September 1, 2036, respectively, plus, in each case, any unpaid interest accrued to such date. Any payments under the Indenture shall be received by the Paying Agent no later than 11:00 a.m. (New York City time) on the applicable payment date in accordance with Section 2.04 of the Base Indenture.

Section 2.05 Interest

(a) The rates at which the 2031 Notes and the 2036 Notes shall bear interest shall be 5.500% per annum and 6.000% per annum, respectively; the date from which interest shall accrue on the 2031 Notes shall be August 20, 2026 or from the most recent Interest Payment Date to which interest has been paid; and the basis upon which interest on the Notes shall be calculated shall be that of a 360-day year consisting of twelve 30-day months.

Section 2.06 Guarantees

(a) The provisions contained in Article 10 of the Base Indenture shall apply to each series of the Notes, and each Guarantor hereby guarantees each of the 2031 Notes and the 2036 Notes in accordance with such Article 10. As of the date hereof, each Guarantor that has executed this Third Supplemental Indenture will be a Secured Guarantor.

Section 2.07 Place of Payment and Surrender for Registration of Transfer or Exchange

(a) Payment of the principal of (and premium, if any) and interest on each series of the Notes shall be made, the transfer of each series of the Notes will be registrable, and each series of the Notes will be exchangeable at the office or agency of the Issuer maintained for such purpose, initially the Corporate Trust Office of the Trustee.

(b) The Issuer initially appoints DTC to act as Depositary with respect to the Global Notes. The Issuer initially appoints the Trustee at its Corporate Trust Office to act as Paying Agent and Registrar for the Notes and to act as Custodian with respect to the Global Notes. The Issuer initially appoints J.P. Morgan Chase Bank, N.A. to act as Collateral Agent in accordance with the Base Indenture.

Section 2.08 Optional Redemption

The Notes shall be redeemable at the option of the Issuer in accordance with Article 3 of the Base Indenture and as set forth in this Section 2.08.

The redemption price (the “Redemption Price”) of the Notes to be redeemed shall be calculated as follows:

(a) Prior to August 1, 2031 (one month prior to the Stated Maturity of the 2031 Notes) in the case of the 2031 Notes or June 1, 2036 (three months prior to the Stated Maturity of the 2036 Notes) in the case of the 2036 Notes (each such date, a “Par Call Date”), the Issuer may redeem such Notes at its option, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming such Notes matured on the applicable Par Call Date) on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 20 basis points, in the case of the 2031 Notes, or 25 basis points, in the case of the 2036 Notes, less (b) interest accrued to, but excluding, the redemption date, and

(2) 100% of the principal amount of the Notes to be redeemed,

plus, in either case, accrued and unpaid interest on the principal amount being redeemed to, but excluding, the redemption date.

(b) On or after the applicable Par Call Date, the Issuer may redeem the applicable series of Notes at its option, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of such Notes being redeemed plus accrued and unpaid interest on the principal amount being redeemed to, but excluding, the redemption date.

(c) Except pursuant to clause (a) of this Section 2.08, the Notes are not redeemable at the Issuer’s option prior to the applicable Par Call Date.

(d) Any redemption pursuant to this Section 2.08 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Base Indenture.

(e) Any redemption or notice in connection with this Section 2.08 may, at the Issuer's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of a financing transaction or other corporate transaction.

(f) The Issuer or its Affiliates may acquire Notes by means other than a redemption, whether by tender offer, exchange offer, open market purchases, negotiated transactions or otherwise, in accordance with applicable securities laws, so long as such acquisition does not otherwise violate the terms of the Indenture.

(g) As used herein:

“Treasury Rate” means, with respect to any redemption date, the yield determined by the Issuer in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Issuer after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as “Selected Interest Rates (Daily)—H.15” (or any successor designation or publication) (“H.15”) under the caption “U.S. government securities—Treasury constant maturities—Nominal” (or any successor caption or heading) (“H.15 TCM”). In determining the Treasury Rate, the Issuer shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the applicable Par Call Date (the “Remaining Life”); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields—one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life—and shall interpolate to the applicable Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date.

If on the third business day preceding the redemption date H.15 TCM or any successor designation or publication is no longer published, the Issuer shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the applicable Par Call Date, as applicable. If there is no United States Treasury security maturing on the applicable Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the applicable Par Call Date, one with a maturity date preceding the applicable Par Call Date and one with a maturity date following the applicable Par Call Date, the Issuer shall select the United States Treasury security with a maturity date preceding the applicable Par Call Date. If there are two or more United States Treasury securities maturing on the applicable Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Issuer shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Trustee shall have no obligation to calculate or verify the calculation of the Redemption Price. The Issuer's actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error.

Section 2.09 No Sinking Fund

(a) The Issuer will not be required to make mandatory redemption or sinking fund payments with respect to either series of the Notes.

Section 2.10 Currencies

(a) Payment of the principal of (and premium, if any) and interest on each series of the Notes shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

Section 2.11 Collateral and Security

(a) The provisions contained in Article 11 of the Base Indenture shall apply to each series of the Notes. Each Holder, by accepting the Notes and Guarantees of the applicable series, consents and agrees to each of the provisions of Article 11.

Section 2.12 Defaults and Remedies

(a) The provisions contained in Article 6 of the Base Indenture shall apply to each series of the Notes.

Section 2.13 Offer to Repurchase Upon Change of Control Following a Reversion Date.

Article 4 of the Base Indenture is hereby supplemented by the following additional covenant:

(a) If on any date following the Issue Date, one or both of the Rating Agencies (i) withdraw their Investment Grade Rating or downgrade the rating assigned to the Notes of a series below an Investment Grade Rating and, thereafter, the Issuer or any of its Affiliates enters into an agreement to effect a transaction that would result in a Change of Control or (ii) the Issuer or any of its Affiliates enters into an agreement to effect a transaction that would result in a Change of Control and one or both of the Rating Agencies indicate that if consummated, such transaction (alone or together with any related recapitalization or refinancing transactions) would cause such Rating Agency to withdraw its Investment Grade Rating or downgrade the ratings assigned to the Notes of such series below an Investment Grade Rating, then the Issuer and the Subsidiaries will thereafter be subject to Section 2.13(b) through (j) with respect to future events, including, without limitation, a proposed transaction described in clause (ii) above.

(b) Subject to Section 2.13(a), if a Change of Control occurs, unless the Issuer has previously or concurrently delivered a redemption notice with respect to all the outstanding Notes of the applicable series pursuant to Section 2.08, the Issuer will make an offer to purchase all of the Notes of such series pursuant to the offer described below (the “Change of Control Offer”) at a price in cash (the “Change of Control Payment”) equal to 101% of the aggregate principal amount of the Notes of such series plus accrued and unpaid interest, if any, to the date of purchase, subject to the right of Holders on the relevant Record Date to receive interest due on the relevant Interest Payment Date. Within 30 days following any Change of Control, the Issuer will deliver notice of such Change of Control Offer (in accordance with the applicable rules and procedures of DTC), with a copy to the Trustee and the Registrar, to each Holder of Notes to the address of such Holder appearing in the Note Register with a copy to the Trustee and the Registrar, or otherwise deliver such notice in accordance with the procedures of DTC, with the following information:

(1) that a Change of Control Offer is being made pursuant to this Section 2.13 and that all Notes properly tendered pursuant to such Change of Control Offer will be accepted for payment by the Issuer;

(2) the purchase price and the purchase date, which will be no earlier than 30 days nor later than 60 days from the date such notice is delivered (in accordance with the applicable rules and procedures of DTC) (the “Change of Control Payment Date”);

(3) that any Note not properly tendered will remain outstanding and continue to accrue interest;

(4) that unless the Issuer defaults in the payment of the Change of Control Payment, all Notes accepted for payment pursuant to the Change of Control Offer will cease to accrue interest on the Change of Control Payment Date;

(5) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender such Notes, with the form entitled “Option of Holder to Elect Purchase” on the reverse of such Notes completed, to the Paying Agent specified in the notice at the address specified in the notice (or otherwise in accordance with the applicable rules and procedures of DTC) prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(6) that Holders will be entitled to withdraw their tendered Notes and their election to require the Issuer to purchase such Notes; provided that the Paying Agent receives, not later than the close of business on the 30th day following the date of the Change of Control notice, a facsimile transmission or letter (or otherwise in accordance with the applicable rules and procedures of DTC) setting forth the name of the Holder of the Notes, the principal amount of Notes tendered for purchase, and a statement that such Holder is withdrawing its tendered Notes and its election to have such Notes purchased;

(7) that Holders tendering less than all of their Notes of any series will be issued new Notes of such series and such new Notes will be equal in principal amount to the unpurchased portion of the Notes of such series surrendered. The unpurchased portion of the Notes of such series must be equal to \$2,000 or an integral multiple of \$1,000 in excess thereof; and

(8) the other instructions, as determined by the Issuer, consistent with this Section 2.13, that a Holder must follow.

The notice, if delivered in accordance with the applicable rules and procedures of DTC, shall be conclusively presumed to have been given, whether or not the Holder receives such notice. If (A) the notice is delivered in a manner herein provided and (B) any Holder fails to receive such notice or a Holder receives such notice but it is defective, such Holder’s failure to receive such notice or such defect shall not affect the validity of the proceedings for the purchase of the Notes as to all other Holders that properly received such notice without defect.

(c) On the Change of Control Payment Date, the Issuer will, to the extent permitted by law:

(1) accept for payment all Notes issued by it or portions thereof properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Paying Agent an amount equal to the aggregate Change of Control Payment in respect of all Notes or portions thereof so tendered; and

(3) deliver, or cause to be delivered, to the Trustee for cancellation the Notes so accepted together with an Officers' Certificate to the Trustee stating the aggregate principal amount of such Notes or portions thereof that have been tendered to and purchased by the Issuer and an Opinion of Counsel, in each case, stating that all conditions precedent to the consummation of the Change of Control Offer have been complied with.

(d) The Paying Agent will promptly deliver to each Holder of Notes of each applicable series so tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate in accordance with Section 2.02 of the Base Indenture and deliver (or cause to be transferred by book entry) to each Holder a new Note of such series equal in principal amount to any unpurchased portion of the Notes of such series surrendered, if any; provided that each such new Note will be in a principal amount of \$2,000 or integral multiples of \$1,000 in excess thereof.

(e) If the Change of Control Payment Date is on or after an interest Record Date and on or before the related Interest Payment Date, any accrued and unpaid interest to the Change of Control Payment Date will be paid on the relevant Interest Payment Date to the Person in whose name a Note is registered at the close of business on such Record Date.

(f) Prior to making a Change of Control Payment, and as a condition to such payment (1) the requisite holders of each issue of Indebtedness issued under an indenture or other agreement that may be violated by such payment shall have consented to such Change of Control Payment being made and waived the event of default, if any, caused by the Change of Control or (2) the Issuer will repay all outstanding Indebtedness issued under an indenture or other agreement that may be violated by a Change of Control Payment or the Issuer will offer to repay all such Indebtedness, make payment to the holders of such Indebtedness that accept such offer and obtain waivers of any event of default arising under the relevant indenture or other agreement from the remaining holders of such Indebtedness. The Issuer covenants to effect such repayment or obtain such consent prior to making a Change of Control Payment, it being a default of this Section 2.13 if the Issuer fails to comply with such covenant.

(g) The Issuer will not be required to make a Change of Control Offer following a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 2.13 applicable to a Change of Control Offer made by the Issuer and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

(h) Notwithstanding anything to the contrary in the Indenture, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

(i) The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws or regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Indenture, the Issuer will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under the Indenture by virtue of the conflict.

(j) Other than as specifically provided in this Section 2.13, any purchase pursuant to this Section 2.13 shall be made pursuant to the provisions of Section 3.05 and 3.06 of the Base Indenture.

Section 2.14 Other Amendments

(a) The definitions of the following defined terms contained in Section 1.01 of the Base Indenture are hereby replaced in their entirety by the following definitions, solely with respect to each series of the Notes:

“Common Stock” means with respect to any Person, any and all shares, interest or other participations in, and other equivalents (however designated and whether voting or nonvoting) of such Person’s common stock whether or not outstanding on the Issue Date and includes, without limitation, all series and classes of such common stock.

(b) The following defined terms are added to Section 1.01 of the Base Indenture, solely with respect to each series of Notes:

“net income” means, with respect to any Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of Preferred Stock dividends.

(c) Clause (1)(g) of the definition of “Consolidated EBITDA” in the Base Indenture is hereby replaced in its entirety as follows, solely with respect to each series of the Notes:

(g) any non-recurring fees, charges or expenses paid in connection with the Transactions within 180 days of the Issue Date that were deducted in computing Consolidated Net Income.

(d) The definition of “Indebtedness” in the Base Indenture is hereby amended by adding the following paragraph at the end thereof, solely with respect to each series of the Notes:

In addition, “Indebtedness” of any Person shall include Indebtedness described in the preceding paragraph that would not appear as a liability on the balance sheet of such Person if:

- (1) such Indebtedness is the obligation of a partnership or joint venture that is not a Restricted Subsidiary (a “Joint Venture”);
- (2) such Person or a Restricted Subsidiary of such Person is a general partner of the Joint Venture (a “General Partner”); and
- (3) there is recourse, by contract or operation of law, with respect to the payment of such Indebtedness to property or assets of such Person or a Restricted Subsidiary of such Person;

and then such Indebtedness shall be included in an amount not to exceed:

(a) the lesser of (i) the net assets of the General Partner and (ii) the amount of such obligations to the extent that there is recourse, by contract or operation of law, to the property or assets of such Person or a Restricted Subsidiary of such Person; or

(b) if less than the amount determined pursuant to clause (a) immediately above, the actual amount of such Indebtedness that is recourse to such Person or a Restricted Subsidiary of such Person, if the Indebtedness is evidenced by a writing and is for a determinable amount.

(e) Section 9.02(e)(4) of the Base Indenture is hereby replaced in its entirety as follows, solely with respect to each series of the Notes:

(4) reduce the premium payable upon the redemption or repurchase of any Note of such series or change the time at which any Note of such series may be redeemed or repurchased pursuant to Sections 2.08 and 2.13 of this Third Supplemental Indenture whether through an amendment or waiver of provisions in the covenants, definitions or otherwise (except amendments to the definitions of “Change of Control” and “Permitted Holders”);

Section 2.15 Defeasance

(a) Each series of the Notes, in whole or in specific part, shall be defeasible pursuant to Sections 8.02 and 8.03 of the Base Indenture; provided that the covenants that may be defeased pursuant to Section 8.03 of the Base Indenture shall include the covenant described in Section 2.13 hereof.

Section 2.16 Form and Dating

(a) The Notes of each series shall be issued as a Global Note. The Notes and the Trustee’s certificate of authentication shall each be substantially in the form of Exhibit A-1 or A-2 hereto, as applicable, which exhibits are hereby incorporated in and expressly made a part of this Third Supplemental Indenture. The Notes may have notations, legends or endorsements required by law, rules or agreements with national securities exchanges to which the Issuer or any Guarantor is subject, if any, or usage (provided that any such notation, legend or endorsement is in a form acceptable to the Issuer). Each Note shall be dated the date of its authentication. The Notes shall be in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

(b) The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Third Supplemental Indenture, and the Issuer, the Guarantors, the Trustee and the Collateral Agent, by their execution and delivery of this Third Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Third Supplemental Indenture, the provisions of this Third Supplemental Indenture shall govern and be controlling.

Additional Notes of each series ranking *pari passu* with the Initial Notes of such series may be created and issued from time to time by the Issuer without notice to or consent of the Holders and shall be consolidated with and form a single class with the Initial Notes of such series and shall have the same terms as to status, redemption or otherwise (other than issue date, issue price and, if applicable, the first Interest Payment Date and the initial interest accrual date) as the Initial Notes of such series;

provided, that any Additional Notes that are not fungible with the Notes of the applicable series for United States federal income tax purposes will be issued under a separate CUSIP number; provided further that the Issuer's ability to issue Additional Notes of either series shall be subject to the Issuer's compliance with any other applicable provisions of the Indenture. Any Additional Notes shall be issued with the benefit of an indenture supplemental to the Indenture.

(c) Each Global Note shall represent such of the outstanding Notes as shall be specified in the "Schedule of Exchanges of Interests in the Global Note" attached thereto, and each shall provide that it shall represent up to the aggregate principal amount of Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as applicable, to reflect exchanges and redemptions. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Section 2.06 of the Base Indenture.

(d) This Section 2.16(d) shall apply only to a Global Note deposited with or on behalf of the Depository.

The Issuer shall execute and the Trustee shall, in accordance with Section 2.03 and this Section 2.16(d) and pursuant to an order of the Issuer signed by one Officer of the Issuer, authenticate and deliver initially one or more Global Notes that (i) shall be registered in the name of the Depository for such Global Note or Global Notes or the nominee of such Depository and (ii) shall be delivered by the Trustee to such Depository or pursuant to such Depository's instructions or held by the Trustee as Custodian.

Members of, or participants in, the Depository ("Agent Members") shall have no rights under the Indenture with respect to any Global Note held on their behalf by the Depository or by the Trustee as Custodian or under such Global Note, and the Depository may be treated by the Issuer, the Trustee and any agent of the Issuer or the Trustee as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Issuer, the Trustee or any agent of the Issuer or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depository or impair, as between the Depository and its Agent Members, the operation of customary practices of such Depository governing the exercise of the rights of a holder of a beneficial interest in any Global Note.

(e) Legends.

Each Global Note shall bear the following additional legend:

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

(f) Cancellation or Adjustment of Global Note.

At such time as all beneficial interests in a Global Note have either been transferred, redeemed, repurchased or canceled, such Global Note shall be returned by the Depositary to the Trustee for cancellation or retained and canceled by the Trustee. At any time prior to such cancellation, if any beneficial interest in a Global Note is transferred in exchange for an interest in another Global Note, redeemed, repurchased or canceled, the principal amount of Notes represented by such Global Note shall be reduced and an adjustment shall be made on the books and records of the Trustee (if it is then the Custodian for such Global Note) with respect to such Global Note, by the Trustee or the Custodian, to reflect such reduction.

(g) Obligations with Respect to Transfers and Exchanges of Notes.

(1) To permit registrations of transfers and exchanges, the Issuer shall execute and the Trustee shall authenticate, in accordance with Section 2.02 of the Base Indenture, Global Notes at the Registrar's request.

(2) No service charge shall be made for any registration of transfer or exchange (other than pursuant to Section 2.07 of the Base Indenture), but the Issuer and/or the Trustee may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer tax or similar governmental charge payable upon transfers or exchanges pursuant to Sections 2.10, 2.15, 3.06 or 9.04 of the Base Indenture or Section 2.13 hereof).

(3) Prior to the due presentation for registration of transfer of any Note, the Issuer, the Trustee, the Paying Agent or the Registrar may deem and treat the person in whose name a Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and none of the Issuer, the Trustee, the Paying Agent or the Registrar shall be affected by notice to the contrary.

(4) All Notes issued upon any transfer or exchange pursuant to the terms of the Indenture shall evidence the same debt and shall be entitled to the same benefits under the Indenture as the Notes surrendered upon such transfer or exchange.

(h) No Obligation of the Trustee.

(1) The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Note, a member of, or a participant in the Depositary or any other Person with respect to the accuracy of the records of the Depositary or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depositary) of any notice (including any notice of redemption or repurchase) or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to Holders under the Notes shall be given or made only to the

registered Holders (which shall be the Depositary or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through the Depositary subject to the applicable rules and procedures of the Depositary. The Trustee may rely and shall be fully protected in relying upon information furnished by the Depositary with respect to its members, participants and any beneficial owners. The Trustee and the Agents shall be entitled to deal with the Depositary, and any nominee thereof, that is the registered holder of any Global Note for all purposes of the Indenture relating to such Global Note (including the payment of principal, premium, if any, and interest and additional amounts, if any, and the giving of instructions or directions by or to the owner or holder of a beneficial ownership interest in such Global Note) as the sole holder of such Global Note and shall have no obligations to the beneficial owners thereof. None of the Trustee or any Agent shall have any responsibility or liability for any acts or omissions of the Depositary with respect to such Global Note for the records of any such Depositary, including records in respect of beneficial ownership interests in respect of any such Global Note, for any transactions between the Depositary and any Participant or between or among the Depositary, any such Participant and/or any holder or owner of a beneficial interest in such Global Note, or for any transfers of beneficial interests in any such Global Note.

(2) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under the Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Depositary participants, members or beneficial owners in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of the Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

Section 2.17 CUSIP and ISIN Numbers

All Initial Notes shall bear the following (a) CUSIP identification numbers: (i) with respect to the 2031 Notes, 913903BD1 and (ii) with respect to the 2036 Notes, 913903BE9 and (b) ISIN identification numbers: (i) with respect to the 2031 Notes, US913903BD14 and (ii) with respect to the 2036 Notes, US913903BE96. The Trustee shall use CUSIP and/or ISIN numbers in notices of redemption or exchange or in Offers to Purchase as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of redemption or exchange or in Offers to Purchase and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption or exchange or Offer to Purchase shall not be affected by any defect in or omission of such numbers. The Issuer shall as promptly as practicable notify the Trustee in writing of any change in the CUSIP or ISIN numbers.

ARTICLE 3 MISCELLANEOUS

Section 3.01 Governing Law.

THIS THIRD SUPPLEMENTAL INDENTURE, THE NOTES AND THE GUARANTEES WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 3.02 Successors.

All agreements of the Issuer in this Third Supplemental Indenture and the Notes shall bind its successors. All agreements of the Trustee in this Third Supplemental Indenture shall bind its successors. All agreements of each Guarantor in this Third Supplemental Indenture shall bind its successors, except as otherwise provided in Section 10.06 of the Base Indenture.

Section 3.03 Severability.

In case any provision in this Third Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.04 Counterpart Originals; Facsimile and Electronic Delivery of Signature Pages.

The parties may sign any number of copies of this Third Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Third Supplemental Indenture and of signature pages by facsimile or electronic transmission (including PDF format) shall constitute effective execution and delivery of this Third Supplemental Indenture as to the parties hereto and may be used in lieu of the original Third Supplemental Indenture for all purposes. Signatures of the parties hereto delivered by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes. For the avoidance of doubt, all notices, approvals, consents, requests and any communications hereunder or with respect to the Notes must be in writing (provided that any communication sent to Trustee hereunder must be in the form of a document that is signed manually or by way of a digital signature provided by DocuSign or Adobe (or such other digital signature provider as specified in writing to Trustee by the authorized representative), in English. The Issuer agrees to assume all risks arising out of the use of using digital signatures and electronic methods to submit communications to Trustee, including without limitation the risk of Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties. The Trustee accepts the trusts created by the Base Indenture, as supplemented by this Third Supplemental Indenture, and agrees to perform the same upon the terms and conditions of the Base Indenture, as supplemented by this Third Supplemental Indenture. All of the provisions contained in the Base Indenture in respect of the rights, privileges, immunities, indemnities, powers, and duties of the Trustee shall be applicable in respect of this Third Supplemental Indenture as fully and with like force and effect as though fully set forth in full herein.

Section 3.05 Table of Contents, Headings, etc.

The Table of Contents and headings of the Articles and Sections of this Third Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Third Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

Section 3.06 Payments Due on Non-Business Days.

In any case where any Interest Payment Date, redemption date or repurchase date or the Stated Maturity of the Notes shall not be a Business Day, then (notwithstanding any other provision of the Indenture or of the Notes) payment of principal, premium, if any, or interest on the Notes need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the Interest Payment Date, redemption date or repurchase date, or at the Stated Maturity of the Notes; provided that no interest will accrue for the period from and after such Interest Payment Date, redemption date, repurchase date or Stated Maturity, as the case may be.

[Signature pages follow]

UNIVERSAL HEALTH SERVICES, INC.

By: /s/ Steve Filton

Name: Steve Filton

Title: Executive Vice President, Secretary and Chief
Financial Officer

UHS OF DELAWARE, INC.

By: /s/ Steve Filton

Name: Steve Filton

Title: Executive Vice President and Chief Financial
Officer

[Signature Page to Third Supplemental Indenture]

ABS LINCS SC, INC.
ALLIANCE HEALTH CENTER, INC.
ALTERNATIVE BEHAVIORAL SERVICES, INC.
ASCEND HEALTH CORPORATION
BENCHMARK BEHAVIORAL HEALTH SYSTEM, INC.
BHC ALHAMBRA HOSPITAL, INC.
BHC BELMONT PINES HOSPITAL, INC.
BHC FAIRFAX HOSPITAL, INC.
BHC FOX RUN HOSPITAL, INC.
BHC FREMONT HOSPITAL, INC.
BHC HEALTH SERVICES OF NEVADA, INC.
BHC HERITAGE OAKS HOSPITAL, INC.
BHC HOLDINGS, INC.
BHC INTERMOUNTAIN HOSPITAL, INC.
BHC MONTEVISTA HOSPITAL, INC.
BHC SIERRA VISTA HOSPITAL, INC.
BHC STREAMWOOD HOSPITAL, INC.
BRENTWOOD ACQUISITION, INC.
BRENTWOOD ACQUISITION - SHREVEPORT, INC.
BRYNN MARR HOSPITAL, INC.
CALVARY CENTER, INC.
CANYON RIDGE HOSPITAL, INC.
CCS/LANSING, INC.
CEDAR SPRINGS HOSPITAL, INC.
CHILDREN'S COMPREHENSIVE SERVICES, INC.
DEL AMO HOSPITAL, INC.
FIRST HOSPITAL CORPORATION OF VIRGINIA BEACH
FOREST VIEW PSYCHIATRIC HOSPITAL, INC.
FORT LAUDERDALE HOSPITAL, INC.
FRN, INC.
FRONTLINE BEHAVIORAL HEALTH, INC.
GREAT PLAINS HOSPITAL, INC.
GULF COAST TREATMENT CENTER, INC.
H. C. CORPORATION
HARBOR POINT BEHAVIORAL HEALTH CENTER, INC.
HAVENWYCK HOSPITAL INC.
HHC AUGUSTA, INC.
HHC DELAWARE, INC.
HHC INDIANA, INC.
HHC OHIO, INC.
HHC RIVER PARK, INC.
HHC SOUTH CAROLINA, INC.
HHC ST. SIMONS, INC.

HORIZON HEALTH AUSTIN, INC.
HORIZON HEALTH CORPORATION
HSA HILL CREST CORPORATION
KIDS BEHAVIORAL HEALTH OF UTAH, INC.
LANCASTER HOSPITAL CORPORATION
LAUREL OAKS BEHAVIORAL HEALTH CENTER, INC.
MCALLEN MEDICAL CENTER, INC.
MERIDELL ACHIEVEMENT CENTER, INC.
MERION BUILDING MANAGEMENT, INC.
MICHIGAN PSYCHIATRIC SERVICES, INC.
NORTH SPRING BEHAVIORAL HEALTHCARE, INC.
NORTHWEST TEXAS HEALTHCARE SYSTEM, INC.
OAK PLAINS ACADEMY OF TENNESSEE, INC.
PARK HEALTHCARE COMPANY
PENNSYLVANIA CLINICAL SCHOOLS, INC.
PREMIER BEHAVIORAL SOLUTIONS, INC.
PREMIER BEHAVIORAL SOLUTIONS OF FLORIDA, INC.
PSYCHIATRIC SOLUTIONS, INC.
PSYCHIATRIC SOLUTIONS OF VIRGINIA, INC.
RAMSAY YOUTH SERVICES OF GEORGIA, INC.
RIVER OAKS, INC.
RIVEREDGE HOSPITAL HOLDINGS, INC.
SOUTHEASTERN HOSPITAL CORPORATION
SPARKS FAMILY HOSPITAL, INC.
SPRINGFIELD HOSPITAL, INC.
STONINGTON BEHAVIORAL HEALTH, INC.
SUMMIT OAKS HOSPITAL, INC.
TEMECULA VALLEY HOSPITAL, INC.
TEMPLE BEHAVIORAL HEALTHCARE HOSPITAL, INC.
TEXAS HOSPITAL HOLDINGS, INC.
THE ARBOUR, INC.
TWO RIVERS PSYCHIATRIC HOSPITAL, INC.
UHS CHILDREN SERVICES, INC.
UHS HOLDING COMPANY, INC.
UHS OF CORNERSTONE, INC.
UHS OF CORNERSTONE HOLDINGS, INC.
UHS OF D.C., INC.
UHS OF DENVER, INC.

[Signature Page to Third Supplemental Indenture]

UHS OF FAIRMOUNT, INC.
UHS OF FULLER, INC.
UHS OF GEORGIA, INC.
UHS OF GEORGIA HOLDINGS, INC.
UHS OF HAMPTON, INC.
UHS OF HARTGROVE, INC
UHS OF MADERA, INC.
UHS OF PARKWOOD, INC.
UHS OF PENNSYLVANIA, INC.
UHS OF PROVO CANYON, INC.
UHS OF PUERTO RICO, INC.
UHS OF RIVER PARISHES, INC.
UHS OF SPRING MOUNTAIN, INC.
UHS OF TEXOMA, INC.
UHS OF TIMBERLAWN, INC.
UHS OF TIMPANOGOS, INC.
UHS OF WESTWOOD PEMBROKE, INC.
UHS OF WYOMING, INC.
UHS SAHARA, INC.
UHS-CORONA, INC.
UNITED HEALTHCARE OF HARDIN, INC.
UNIVERSAL HEALTH SERVICES OF PALMDALE, INC.
UNIVERSAL HEALTH SERVICES OF RANCHO SPRINGS, INC.
VALLEY HOSPITAL MEDICAL CENTER, INC.
WINDMOOR HEALTHCARE INC.
WINDMOOR HEALTHCARE OF PINELLAS PARK, INC.
WISCONSIN AVENUE PSYCHIATRIC CENTER, INC.

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page to Third Supplemental Indenture]

AIKEN REGIONAL MEDICAL CENTERS, LLC
LA AMISTAD RESIDENTIAL TREATMENT CENTER,
LLC
PALM POINT BEHAVIORAL HEALTH, LLC
TENNESSEE CLINICAL SCHOOLS, LLC
THE BRIDGEWAY, LLC
TURNING POINT CARE CENTER, LLC
UHS OF BENTON, LLC
UHS OF BOWLING GREEN, LLC
UHS OF GREENVILLE, LLC
UHS OF LAKESIDE, LLC
UHS OF PHOENIX, LLC
UHS OF RIDGE, LLC
UHS OF ROCKFORD, LLC
UHS OF TUCSON, LLC
UHS SUB III, LLC
UHSD, LLC
WELLINGTON REGIONAL MEDICAL CENTER, LLC

By: Universal Health Services, Inc.
Its sole member

By: /s/ Steve Filton
Name: Steve Filton
Title: Executive Vice President, Secretary and Chief
Financial Officer

[Signature Page to Third Supplemental Indenture]

FORT DUNCAN MEDICAL CENTER, L.P.

By: Fort Duncan Medical Center, Inc.
Its general partner

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indentur]

FRONTLINE HOSPITAL, LLC
FRONTLINE RESIDENTIAL TREATMENT CENTER,
LLC

By: Frontline Behavioral Health, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

KEYS GROUP HOLDINGS LLC

By: UHS Children Services, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

KEYSTONE/CCS PARTNERS LLC

By: Children's Comprehensive Services, Inc.
Its Minority Member

By: KEYS Group Holdings LLC
Its Managing Member and sole member of the minority
member

By: UHS Children Services, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

KEYSTONE CONTINUUM, LLC
KEYSTONE NPS LLC
KEYSTONE RICHLAND CENTER, LLC

By: Keystone/CCS Partners LLC
Its sole member

By: Children's Comprehensive Services, Inc.
Its minority member

By: KEYS Group Holdings LLC
Its managing member and sole member of the minority
member

By: UHS Children Services, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

KEYSTONE EDUCATION AND YOUTH SERVICES,
LLC

By: KEYS Group Holdings LLC
Its sole member

By: UHS Children Services, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

KEYSTONE MARION, LLC
KEYSTONE MEMPHIS, LLC
KEYSTONE NEWPORT NEWS, LLC
KEYSTONE WSNC, L.L.C.

By: Keystone Education and Youth Services, LLC
Its sole member

By: KEYS Group Holdings LLC
Its sole member

By: UHS Children Services, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

MANATEE MEMORIAL HOSPITAL, L.P.

By: Wellington Regional Medical Center, LLC
Its general partner

By: Universal Health Services, Inc.,
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Executive Vice President, Secretary and Chief
Financial Officer

[Signature Page to Third Supplemental Indenture]

MCALLEN HOSPITALS, L.P.

By: McAllen Medical Center, Inc.
Its general partner

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

PENDLETON METHODIST HOSPITAL, L.L.C.

By: UHS of River Parishes, Inc.
Its managing member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

GULPH MILLS ASSOCIATES, LLC
TBD ACQUISITION II, LLC
UHS KENTUCKY HOLDINGS, L.L.C.
UHS OF LANCASTER, LLC
UHS OF NEW ORLEANS, LLC
UHS OF OKLAHOMA, LLC
UHSL, L.L.C.
AZ HOLDING 4, LLC
UHS MIDWEST BEHAVIORAL HEALTH, LLC
RIVERSIDE MEDICAL CLINIC PATIENT SERVICES,
L.L.C.

By: UHS of Delaware, Inc.
Its sole member

By: /s/ Steve Filton
Name: Steve Filton
Title: Executive Vice President and Chief Financial
Officer

[Signature Page to Third Supplemental Indenture]

UHS OF ANCHOR, L.P.
UHS OF LAUREL HEIGHTS, L.P.
UHS OF PEACHFORD, L.P.

By: UHS of Georgia, Inc.
Its general partner

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indentur]

UHS OF CENTENNIAL PEAKS, L.L.C.

By: UHS of Denver, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

UHS OF DOVER, L.L.C.

By: UHS of Rockford, LLC
Its sole member

By: Universal Health Services, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Executive Vice President, Secretary and Chief
Financial Officer

[Signature Page to Third Supplemental Indenture]

UHS OF DOYLESTOWN, L.L.C.

By: UHS of Pennsylvania, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

UHS OF SALT LAKE CITY, L.L.C.

By: UHS of Provo Canyon, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

UHS OF SAVANNAH, L.L.C.

By: UHS of Georgia Holdings, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

UHS OF SPRINGWOODS, L.L.C.
UHS OKLAHOMA CITY LLC

By: UHS of New Orleans, LLC
Its sole member

By: UHS of Delaware, Inc.
Its sole member

By: /s/ Steve Filton
Name: Steve Filton
Title: Executive Vice President and Chief Financial
Officer

[Signature Page to Third Supplemental Indenture]

UHS OF SUMMITRIDGE, LLC

By: UHS of Peachford, L.P.
Its sole member

By: UHS of Georgia, Inc.
Its general partner

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

PSYCHIATRIC SOLUTIONS HOSPITALS, LLC

By: Psychiatric Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

DIAMOND GROVE CENTER, LLC
KMI ACQUISITION, LLC
LIBERTY POINT BEHAVIORAL HEALTHCARE, LLC
PSJ ACQUISITION, LLC
SHADOW MOUNTAIN BEHAVIORAL HEALTH
SYSTEM, LLC
SUNSTONE BEHAVIORAL HEALTH, LLC
TBD ACQUISITION, LLC

By: Psychiatric Solutions Hospitals, LLC
Its Sole Member

By: Psychiatric Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

ATLANTIC SHORES HOSPITAL, L.L.C.
EMERALD COAST BEHAVIORAL HOSPITAL, LLC
OCALA BEHAVIORAL HEALTH, LLC
PALMETTO BEHAVIORAL HEALTH HOLDINGS, LLC
RAMSAY MANAGED CARE, LLC
SAMSON PROPERTIES, LLC
TBJ BEHAVIORAL CENTER, LLC
THREE RIVERS HEALTHCARE GROUP, LLC
WEKIVA SPRINGS CENTER, LLC
ZEUS ENDEAVORS, LLC

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

PALMETTO BEHAVIORAL HEALTH SYSTEM, L.L.C.

By: Palmetto Behavioral Health Holdings, LLC
Its Sole Member

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

PALMETTO LOWCOUNTRY BEHAVIORAL HEALTH,
L.L.C.

By: Palmetto Behavioral Health System, L.L.C.
Its Sole Member

By: Palmetto Behavioral Health Holdings, LLC
Its Sole Member

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

SP BEHAVIORAL, LLC
UNIVERSITY BEHAVIORAL, LLC

By: Ramsay Managed Care, LLC
Its Sole Member

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

THREE RIVERS BEHAVIORAL HEALTH, LLC

By: Three Rivers Healthcare Group, LLC
Its Sole Member

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

THE NATIONAL DEAF ACADEMY, LLC

By: Zeus Endeavors, LLC
Its Sole Member

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

WILLOW SPRINGS, LLC

By: BHC Health Services of Nevada, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

BHC PINNACLE POINTE HOSPITAL, LLC
BHC PROPERTIES, LLC
COLUMBUS HOSPITAL PARTNERS, LLC
HOLLY HILL HOSPITAL, LLC
LEBANON HOSPITAL PARTNERS, LLC
NORTHERN INDIANA PARTNERS, LLC
ROLLING HILLS HOSPITAL, LLC
VALLE VISTA HOSPITAL PARTNERS, LLC

By: Behavioral Healthcare LLC
Its Sole Member

By: BHC Holdings, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

BHC MESILLA VALLEY HOSPITAL, LLC
BHC NORTHWEST PSYCHIATRIC HOSPITAL, LLC
CUMBERLAND HOSPITAL PARTNERS, LLC

By: BHC Properties, LLC
Its Sole Member

By: Behavioral Healthcare LLC
Its Sole Member

By: BHC Holdings, Inc.
Its Sole Member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page to Third Supplemental Indenture]

CUMBERLAND HOSPITAL, LLC

By: Cumberland Hospital Partners, LLC
Its Managing Member

By: BHC Properties, LLC
Its Minority Member and Sole Member of the Managing
Member

By: Behavioral Healthcare LLC
Its Sole Member

By: BHC Holdings, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

VALLE VISTA, LLC

By: BHC of Indiana, General Partnership
Its Sole Member

By: Columbus Hospital Partners, LLC
Its General Partner

By: Lebanon Hospital Partners, LLC
Its General Partner

By: Northern Indiana Partners, LLC
Its General Partner

By: Valle Vista Hospital Partners, LLC
Its General Partner

By: Behavioral Healthcare LLC
The Sole Member of each of the above General
Partners

By: BHC Holdings, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

WELLSTONE REGIONAL HOSPITAL ACQUISITION,
LLC

By: Wellstone Holdings, Inc.
Its Minority Member

By: Behavioral Healthcare LLC
Its Managing Member and Sole Member of the
Minority Member

By: BHC Holdings, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

BEHAVIORAL HEALTHCARE LLC

By: BHC Holdings, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

HORIZON HEALTH HOSPITAL SERVICES, LLC
HORIZON MENTAL HEALTH MANAGEMENT, LLC

By: Horizon Health Corporation
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

HHC PENNSYLVANIA, LLC
HHC POPLAR SPRINGS, LLC
KINGWOOD PINES HOSPITAL, LLC
SCHICK SHADEL OF FLORIDA, LLC
TOLEDO HOLDING CO., LLC

By: Horizon Health Hospital Services, LLC
Its Sole Member

By: Horizon Health Corporation
Its Sole Member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page to Third Supplemental Indenture]

HICKORY TRAIL HOSPITAL, L.P.
MILLWOOD HOSPITAL, L.P.
NEURO INSTITUTE OF AUSTIN, L.P.
TEXAS CYPRESS CREEK HOSPITAL, L.P.
TEXAS LAUREL RIDGE HOSPITAL, L.P.
TEXAS OAKS PSYCHIATRIC HOSPITAL, L.P.
TEXAS SAN MARCOS TREATMENT CENTER, L.P.
TEXAS WEST OAKS HOSPITAL, L.P.

By: Texas Hospital Holdings, LLC
Its General Partner

By: Psychiatric Solutions Hospitals, LLC
Its Sole Member

By: Psychiatric Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

SHC-KPH, LP

By: HHC Kingwood Investment, LLC
Its General Partner

By: Horizon Health Hospital Services, LLC
Sole member of the General Partner

By: Horizon Health Corporation
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

H.C. PARTNERSHIP

By: H.C. Corporation
Its General Partner

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

By: HSA Hill Crest Corporation
Its General Partner

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page to Third Supplemental Indenture]

BHC OF INDIANA, GENERAL PARTNERSHIP

By: Columbus Hospital Partners, LLC
Its General Partner

By: Lebanon Hospital Partners, LLC
Its General Partner

By: Northern Indiana Partners, LLC
Its General Partner

By: Valle Vista Hospital Partners, LLC
Its General Partner

By: Behavioral Healthcare, LLC
The Sole Member of each of the above General Partners

By: BHC Holdings, Inc.
Its Sole Member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page to Third Supplemental Indenture]

INDEPENDENCE PHYSICIAN MANAGEMENT, LLC

By: UHS of Fairmount, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

BEHAVIORAL HEALTH MANAGEMENT, LLC
BEHAVIORAL HEALTH REALTY, LLC
CAT REALTY, LLC
CAT SEATTLE, LLC
MAYHILL BEHAVIORAL HEALTH, LLC
PSYCHIATRIC REALTY, LLC
RR RECOVERY, LLC
SALT LAKE BEHAVIORAL HEALTH, LLC
SALT LAKE PSYCHIATRIC REALTY, LLC
UBH OF OREGON, LLC
UBH OF PHOENIX, LLC
UBH OF PHOENIX REALTY, LLC
UNIVERSITY BEHAVIORAL HEALTH OF EL PASO,
LLC

By: Ascend Health Corporation
Its sole member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page to Third Supplemental Indenture]

GARFIELD PARK HOSPITAL, LLC

By: UHS of Hartgrove, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

ABS LINC KY, LLC
HUGHES CENTER, LLC

By: Alternative Behavioral Services, Inc.
Its sole member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page to Third Supplemental Indenture]

VALLEY HEALTH SYSTEM LLC

By: Valley Hospital Medical Center, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

UHP LP

By: Island 77 LLC
Its general partner

By: Ascend Health Corporation
Its sole member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page to Third Supplemental Indenture]

BEACH 77 LP

By: 2026 W. University Properties, LLC
Its general partner

By: Ascend Health Corporation
Its sole member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page to Third Supplemental Indenture]

CORAL SHORES BEHAVIORAL HEALTH, LLC

By: Children's Comprehensive Services, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

DVH HOSPITAL ALLIANCE LLC

By: UHS Holding Company, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

DHP 2131 K ST, LLC

By: District Hospital Partners, L.P.
Its sole member

By: UHS of D.C., Inc.
Its general partner

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

UHS FUNDING, LLC

By: UHS of Delaware, Inc.
Its majority member

By: /s/ Steve Filton
Name: Steve Filton
Title: Executive Vice President and Chief
Financial Officer

By: Universal Health Services, Inc.
Its minority member

By: /s/ Steve Filton
Name: Steve Filton
Title: Executive Vice President, Chief
Financial Officer and Secretary

[Signature Page to Third Supplemental Indenture]

MILWAUKEE BEHAVIORAL HEALTH, LLC

By: UHS of Delaware, Inc.
Its minority member

By: /s/ Steve Filton
Name: Steve Filton
Title: Executive Vice President and Chief Financial
Officer

By: UHS Funding, LLC
Its majority member

By: UHS of Delaware, Inc.
Its majority member

By: /s/ Steve Filton
Name: Steve Filton
Title: Executive Vice President and Chief Financial
Officer

[Signature Page to Third Supplemental Indenture]

FANNIN MANAGEMENT SERVICES, LLC

By: UHS of Texoma, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

RIDGE OUTPATIENT COUNSELING, L.L.C.

By: UHS of Ridge, LLC
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

BLOOMINGTON MEADOWS, GENERAL
PARTNERSHIP

By: BHC of Indiana, General Partnership,
its General Partner

By: Columbus Hospital Partners, LLC,
its General Partner

By: Lebanon Hospital Partners, LLC,
its General Partner

By: Northern Indiana Partners, LLC,
its General Partner

By: Valle Vista Hospital Partners, LLC,
its General Partner

By: Behavioral Healthcare LLC,
the Sole Member of each of the
above General Partners

By: BHC Holdings, Inc.
its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

By: Indiana Psychiatric Institutes, LLC,
its General Partner

By: BHC Healthcare, LLC,
its Sole Member

By: BHC Holdings, Inc.
its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

PASTEUR HEALTHCARE PROPERTIES, LLC
UHS CAPITOL ACQUISITION, LLC

By: UHS of Delaware, Inc.
Its sole member

By: /s/ Steve Filton
Name: Steve Filton
Title: Executive Vice President and Chief Financial
Officer

[Signature Page to Third Supplemental Indenture]

DISTRICT HOSPITAL PARTNERS, L.P.

By: UHS of D.C., Inc., its General Partner

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

UHS OF KANSAS CITY, LLC

By: Great Plains Hospital, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

UHS EAST END SUB, LLC

By: UHS East End Corporation
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

UHS EAST END CORPORATION

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page to Third Supplemental Indenture]

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: /s/ Gregory P. Guim

Name: Gregory P. Guim

Title: Vice President

[Signature Page to Third Supplemental Indenture]

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: /s/ Sebastian Leszczuk

Name: Sebastian Leszczuk

Title: Vice President

[Signature Page to Third Supplemental Indenture]

[FORM OF FACE OF NOTE]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

GLOBAL NOTE

5.500% Senior Secured Notes due 2031

No. ____

Up to [\$_____]

UNIVERSAL HEALTH SERVICES, INC.

promises to pay to CEDE & CO. or registered assigns the principal sum set forth on the Schedule of Exchanges of Interests in the Global Note attached hereto on September 1, 2031.

Interest Payment Dates: March 1 and September 1

Record Dates: February 15 and August 15

IN WITNESS HEREOF, the Issuer has caused this instrument to be duly executed.

Dated:

UNIVERSAL HEALTH SERVICES, INC., as Issuer

By: _____
Name: _____
Title: _____

CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the within-mentioned Indenture:

Dated:

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, AS TRUSTEE

By: _____
Name:
Title:

5.500% Senior Secured Notes due 2031

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. INTEREST. Universal Health Services, Inc., a Delaware corporation, promises to pay interest on the principal amount of this Note at 5.500% per annum from and including August 20, 2026 until maturity. The Issuer shall pay interest, semi-annually in arrears on March 1 and September 1 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an “Interest Payment Date”). Interest on the Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from and including the date of original issuance; provided that the first Interest Payment Date shall be March 1, 2027. The Issuer shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at the interest rate on the Notes; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace periods), from time to time on demand at the interest rate on the Notes. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

2. METHOD OF PAYMENT. The Issuer shall pay interest on the Notes to the Persons who are registered holders of Notes at the close of business on the February 15 and August 15 (whether or not a Business Day), as the case may be, immediately preceding the related Interest Payment Date, even if such Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Base Indenture with respect to defaulted interest. Principal, premium, if any, and interest on the Notes shall be payable at the office or agency of the Issuer maintained for such purpose or, at the option of the Issuer, payment of interest and premium, if any, may be made by check mailed to the Holders at their respective addresses set forth in the Note Register; provided that payment by wire transfer of immediately available funds shall be required with respect to principal, premium, if any, and interest, on all Global Notes and all other Notes the Holders of which shall have provided wire transfer instructions to the Issuer or the Paying Agent at least five Business Days prior to the applicable payment date. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. PAYING AGENT AND REGISTRAR. Initially, U.S. Bank Trust Company, National Association, the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Issuer may change any Paying Agent or Registrar without notice to the Holders. The Issuer or any of its Restricted Subsidiaries may act in any such capacity.

4. INDENTURE. The Issuer issued the Notes under an Indenture, dated as of September 26, 2024 (the “Base Indenture”), as supplemented by the First Supplemental Indenture, dated as of September 26, 2024, the Second Supplemental Indenture, dated as of April 22, 2026, and the Third Supplemental Indenture, dated as of August 20, 2026 (the “Third Supplemental Indenture” and, together with the Base Indenture, the “Indenture”), among the Issuer, the Guarantors, the Trustee and the Collateral Agent. This Note is one of a duly authorized issue of notes of the Issuer designated as its 5.500% Senior Secured Notes due 2031. The Issuer shall be entitled to issue Additional Notes in accordance with Section 2.16(b) of the Third Supplemental Indenture and any other applicable provisions of the Indenture. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”). The Notes are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

5. REDEMPTION AND REPURCHASE. The Notes are subject to optional redemption, and may be the subject of an Offer to Purchase, as further described in the Indenture. The Issuer shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes.

6. DENOMINATIONS, TRANSFER, EXCHANGE. The Notes are in registered form without coupons in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents, and Holders shall be required to pay any taxes and fees required by law or permitted by the Indenture. The Issuer need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part.

7. PERSONS DEEMED OWNERS. The registered Holder of a Note may be treated as its owner for all purposes.

8. AMENDMENT, SUPPLEMENT AND WAIVER. The Indenture, the Guarantees or the Notes may be amended or supplemented as provided in the Indenture.

9. DEFAULTS AND REMEDIES. The Events of Default relating to the Notes are defined in Section 6.01 of the Base Indenture. Upon the occurrence of an Event of Default, the rights and obligations of the Issuer, the Guarantors, the Trustee and the Holders shall be as set forth in the applicable provisions of the Indenture.

10. AUTHENTICATION. This Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until authenticated by the manual signature of the Trustee.

11. GOVERNING LAW. THIS NOTE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

12. CUSIP AND ISIN NUMBERS. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP and ISIN numbers to be printed on the Notes, and the Trustee may use CUSIP and ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuer shall furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to the Issuer at the following address:

c/o Universal Health Services, Inc.
367 South Gulph Road
P.O. Box 61558
King of Prussia, PA 19406
Fax No.: (610) 382-4407
Email: steve.filton@uhsinc.com
Attention: Chief Financial Officer

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to: _____

(Insert assignee's legal name)

(Insert assignee's soc. sec. or tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____

to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: _____

Your Signature: _____

(Sign exactly as your name appears on the face of this Note)

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have only part of this Note purchased by the Issuer pursuant to Section 2.13 of the Third Supplemental Indenture, state the amount you elect to have purchased:

\$ _____

(integral multiples of \$1,000,
provided that the unpurchased
portion must be in a minimum
principal amount of \$2,000)

Date: _____

Your Signature: _____

(Sign exactly as your name
appears on the face of this Note)

Tax Identification No.: _____

Signature Guarantee*:

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

The initial outstanding principal amount of this Global Note is \$_____. The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory of Trustee or Custodian
------------------	--	--	--	---

[FORM OF FACE OF NOTE]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

GLOBAL NOTE

6.000% Senior Secured Notes due 2036

No. ____

Up to [\$_____]

UNIVERSAL HEALTH SERVICES, INC.

promises to pay to CEDE & CO. or registered assigns the principal sum set forth on the Schedule of Exchanges of Interests in the Global Note attached hereto on September 1, 2036.

Interest Payment Dates: March 1 and September 1

Record Dates: February 15 and August 15

IN WITNESS HEREOF, the Issuer has caused this instrument to be duly executed.

Dated:

UNIVERSAL HEALTH SERVICES, INC., as Issuer

By: _____
Name: _____
Title: _____

CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the within-mentioned Indenture:

Dated:

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, AS TRUSTEE

By: _____
Name:
Title:

6.000% Senior Secured Notes due 2036

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. **INTEREST.** Universal Health Services, Inc., a Delaware corporation, promises to pay interest on the principal amount of this Note at 6.000% per annum from and including August 20, 2026 until maturity. The Issuer shall pay interest, semi-annually in arrears on March 1 and September 1 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an “Interest Payment Date”). Interest on the Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from and including the date of original issuance; provided that the first Interest Payment Date shall be March 1, 2027. The Issuer shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at the interest rate on the Notes; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace periods), from time to time on demand at the interest rate on the Notes. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

2. **METHOD OF PAYMENT.** The Issuer shall pay interest on the Notes to the Persons who are registered holders of Notes at the close of business on the February 15 and August 15 (whether or not a Business Day), as the case may be, immediately preceding the related Interest Payment Date, even if such Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Base Indenture with respect to defaulted interest. Principal, premium, if any, and interest on the Notes shall be payable at the office or agency of the Issuer maintained for such purpose or, at the option of the Issuer, payment of interest and premium, if any, may be made by check mailed to the Holders at their respective addresses set forth in the Note Register; provided that payment by wire transfer of immediately available funds shall be required with respect to principal, premium, if any, and interest, on all Global Notes and all other Notes the Holders of which shall have provided wire transfer instructions to the Issuer or the Paying Agent at least five Business Days prior to the applicable payment date. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. **PAYING AGENT AND REGISTRAR.** Initially, U.S. Bank Trust Company, National Association, the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Issuer may change any Paying Agent or Registrar without notice to the Holders. The Issuer or any of its Restricted Subsidiaries may act in any such capacity.

4. **INDENTURE.** The Issuer issued the Notes under an Indenture, dated as of September 26, 2024 (the “Base Indenture”), as supplemented by the First Supplemental Indenture, dated as of September 26, 2024, the Second Supplemental Indenture, dated as of April 22, 2026, and the Third Supplemental Indenture, dated as of August 20, 2026 (the “Third Supplemental Indenture” and, together with the Base Indenture, the “Indenture”), among the Issuer, the Guarantors, the Trustee and the Collateral Agent. This Note is one of a duly authorized issue of notes of the Issuer designated as its 6.000% Senior Secured Notes due 2036. The Issuer shall be entitled to issue Additional Notes in accordance with Section 2.16(b) of the Third Supplemental Indenture and any other applicable provisions of the Indenture. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”). The Notes are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

5. REDEMPTION AND REPURCHASE. The Notes are subject to optional redemption, and may be the subject of an Offer to Purchase, as further described in the Indenture. The Issuer shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes.

6. DENOMINATIONS, TRANSFER, EXCHANGE. The Notes are in registered form without coupons in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents, and Holders shall be required to pay any taxes and fees required by law or permitted by the Indenture. The Issuer need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part.

7. PERSONS DEEMED OWNERS. The registered Holder of a Note may be treated as its owner for all purposes.

8. AMENDMENT, SUPPLEMENT AND WAIVER. The Indenture, the Guarantees or the Notes may be amended or supplemented as provided in the Indenture.

9. DEFAULTS AND REMEDIES. The Events of Default relating to the Notes are defined in Section 6.01 of the Base Indenture. Upon the occurrence of an Event of Default, the rights and obligations of the Issuer, the Guarantors, the Trustee and the Holders shall be as set forth in the applicable provisions of the Indenture.

10. AUTHENTICATION. This Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until authenticated by the manual signature of the Trustee.

11. GOVERNING LAW. THIS NOTE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

12. CUSIP AND ISIN NUMBERS. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP and ISIN numbers to be printed on the Notes, and the Trustee may use CUSIP and ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuer shall furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to the Issuer at the following address:

c/o Universal Health Services, Inc.
367 South Gulph Road
P.O. Box 61558
King of Prussia, PA 19406
Fax No.: (610) 382-4407
Email: steve.filton@uhsinc.com
Attention: Chief Financial Officer

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to: _____

(Insert assignee's legal name)

(Insert assignee's soc. sec. or tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____
to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: _____

Your Signature: _____

(Sign exactly as your name appears on
the face of this Note)

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have only part of this Note purchased by the Issuer pursuant to Section 2.13 of the Third Supplemental Indenture, state the amount you elect to have purchased:

\$ _____

(integral multiples of \$1,000,
provided that the unpurchased
portion must be in a minimum
principal amount of \$2,000)

Date: _____

Your Signature:

(Sign exactly as your name
appears on the face of this Note)

Tax Identification No.:

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

The initial outstanding principal amount of this Global Note is \$_____. The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global or Definitive Note for an interest in this Global Note, have been made:

<u>Date of Exchange</u>	<u>Amount of decrease in Principal Amount</u>	<u>Amount of increase in Principal Amount of this Global Note</u>	<u>Principal Amount of this Global Note following such decrease or increase</u>	<u>Signature of authorized signatory of Trustee or Custodian</u>
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ADDITIONAL AUTHORIZED REPRESENTATIVE JOINDER AGREEMENT, dated as of August 20, 2026 (this “Joinder Agreement”), among the Additional Authorized Representative (as defined below), Universal Health Services, Inc. (the “Borrower”), the other Grantors party hereto, and JPMorgan Chase Bank, N.A., as Collateral Agent (in such capacity, the “Collateral Agent”), as collateral agent for the Secured Parties and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (in such capacity, the “Administrative Agent”).

Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Amended and Restated Collateral Agreement, dated as of August 7, 2014, as supplemented by the Additional Authorized Representative Joinder Agreement dated June 3, 2016, the Additional Authorized Representative Joinder Agreement dated September 21, 2020, the Additional Authorized Representative Joinder Agreement dated August 24, 2021 and the Additional Authorized Representative Joinder Agreement dated September 26, 2024, by and among the Borrower, the other Grantors party thereto, the Authorized Representatives and Collateral Agent (as amended, restated, modified, and/or supplemented from time to time, the “Collateral Agreement”).

The Companies and the other Grantors propose to issue or incur “Additional Lien Obligations” designated by the Borrower as such in accordance with Section 9 of the Collateral Agreement in an officers’ certificate delivered concurrently herewith to the Collateral Agent and the Authorized Representatives (the “Additional Lien Obligations”).

Pursuant to the Indenture dated as of September 26, 2024 (the “Base Indenture”) among the Borrower, U.S. Bank Trust Company, National Association, as Trustee (the “2026 Trustee”), and the Collateral Agent, as supplemented by the First Supplemental Indenture dated as of September 26, 2024, the Second Supplemental Indenture dated as of April 22, 2026, and the Third Supplemental Indenture dated as of August 20, 2026 (together with the Base Indenture, the “Indenture”), the 2026 Trustee (the “Additional Authorized Representative”) will serve as trustee for the holders of the Additional Lien Obligations with respect to the Borrower’s 5.500% Senior Secured Notes due 2031 (the “2031 Senior Notes”) and 6.000% Senior Secured Notes due 2036 (together with the 2031 Senior Notes, the “New Senior Notes” with such holders constituting “Additional Lien Secured Parties”).

The Additional Authorized Representative wishes, in accordance with the provisions of the Collateral Agreement, to become a party to the Collateral Agreement and to acquire and undertake, for itself and on behalf of such Additional Lien Secured Parties, the rights and obligations of an “Additional Authorized Representative” and “Secured Parties” thereunder.

Accordingly, the Additional Authorized Representative (for itself and on behalf of its Additional Lien Secured Parties), the Borrower and the other Grantors agree as follows, for the benefit of the Collateral Agent, the existing Authorized Representatives and the existing Secured Parties:

SECTION 1.01. Accession to the Collateral Agreement. The Additional Authorized Representative hereby (a) accedes and becomes a party to the Collateral Agreement as an “Additional Authorized Representative,” (b) agrees, for itself and on behalf of its Additional Lien Secured Parties, to all the terms and provisions of the Collateral Agreement and (c) acknowledges and agrees that (i) the Additional Lien Obligations with respect to the Borrower’s New Senior Notes, and Liens on any Common Collateral securing the same shall be subject to the provisions of the Collateral Agreement and (ii) the Additional Authorized Representative and such Additional Lien Secured Parties shall have the rights and obligations specified under the Collateral Agreement with respect to an “Authorized Representative” or a “Secured Party,” and shall be subject to and bound by the provisions of the Collateral Agreement.

SECTION 1.02. Representations and Warranties of the Additional Authorized Representative. The Additional Authorized Representative represents and warrants to the Collateral Agent, the existing Authorized Representatives and the existing Secured Parties that (a) it has full power and authority to enter into this Joinder Agreement, in its capacity as the Additional Authorized Representative, (b) this Joinder Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, and (c) the Additional Lien Documents relating to the Additional Lien Obligations with respect to the Borrower's New Senior Notes provide that, upon the Additional Authorized Representative's execution and delivery of this Joinder Agreement, (i) such Additional Lien Obligations and liens on any Common Collateral securing the same shall be subject to the provisions of the Collateral Agreement and (ii) the Additional Authorized Representative and its Additional Lien Secured Parties shall have the rights and obligations specified therefor under, and shall be subject to and bound by the provisions of, the Collateral Agreement.

SECTION 1.03. Parties in Interest. This Joinder Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as well as the other Secured Parties, all of whom are intended to be bound by, and to be third-party beneficiaries of, this Agreement.

SECTION 1.04. Counterparts. This Joinder Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Joinder Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Joinder Agreement.

SECTION 1.05. Governing Law. This Joinder Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 1.06. Notices. All communications and notices hereunder shall be in writing and given as provided in Section 8.2 of the Collateral Agreement. All communications and notices hereunder to the Additional Authorized Representative shall be given to it at the address set forth under its signature hereto, which information supplements Section 8.2 to the Collateral Agreement.

SECTION 1.07. Expenses. The Borrower and the other Grantors, jointly and severally, agree to reimburse the Collateral Agent and each of the Authorized Representatives for its reasonable out-of-pocket expenses in connection with this Joinder Agreement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent and any of the Authorized Representatives.

SECTION 1.08. 2026 Trustee. In acting under the Collateral Agreement, the 2026 Trustee shall be afforded all of the rights, duties, protections, indemnities, immunities and privileges afforded to the 2026 Trustee under the Indenture.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the Additional Authorized Representative, the Collateral Agent, the Administrative Agent, the Borrower and the other Grantors have duly executed this Joinder Agreement to the Collateral Agreement as of the day and year first above written.

Additional Authorized Representative:

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, AS 2026 TRUSTEE AND
AUTHORIZED REPRESENTATIVE FOR THE
HOLDERS OF THE NEW SENIOR NOTES

By: /s/ Gregory P. Guim
Name: Gregory P. Guim
Title: Vice President

Address for notices:

U.S. Bank Trust Company, National Association
1735 Market Street, 43rd Floor
Philadelphia, PA 19103
Attention of: Gregory P. Guim
E-mail: gregory.guim@usbank.com
Telephone: (215) 761-9315

[Signature Page for Additional Authorized Representative Joinder Agreement]

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A., AS
COLLATERAL AGENT

By /s/ Sebastian Leszczuk

Name: Sebastian Leszczuk

Title: Vice President

JPMORGAN CHASE BANK, N.A., AS
ADMINISTRATIVE AGENT

By /s/ Sebastian Leszczuk

Name: Sebastian Leszczuk

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

Grantors:

UNIVERSAL HEALTH SERVICES, INC.

By: /s/ Steve Filton

Name: Steve Filton

Title: Executive Vice President, Chief Financial
Officer and Secretary

[Signature Page for Additional Authorized Representative Joinder Agreement]

UHS OF DELAWARE, INC.

By: /s/ Steve Filton

Name: Steve Filton

Title: Executive Vice President and Chief
Financial Officer

[Signature Page for Additional Authorized Representative Joinder Agreement]

LANCASTER HOSPITAL CORPORATION
MERION BUILDING MANAGEMENT, INC.
NORTHWEST TEXAS HEALTHCARE SYSTEM, INC.
UHS HOLDING COMPANY, INC.
UHS OF CORNERSTONE, INC.
UHS OF CORNERSTONE HOLDINGS, INC.
UHS OF D.C., INC.
UHS-CORONA, INC.
UNIVERSAL HEALTH SERVICES OF PALMDALE, INC.
VALLEY HOSPITAL MEDICAL CENTER, INC.

MCALLEN MEDICAL CENTER, INC.
SPARKS FAMILY HOSPITAL, INC.
UHS OF RIVER PARISHES, INC.
UHS OF TEXOMA, INC.
UNIVERSAL HEALTH SERVICES OF RANCHO SPRINGS, INC.

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

ABS LINC SC, INC.
ALLIANCE HEALTH CENTER, INC.
ALTERNATIVE BEHAVIORAL SERVICES, INC.
ASCEND HEALTH CORPORATION BENCHMARK
BEHAVIORAL HEALTH
SYSTEM, INC.
BHC ALHAMBRA HOSPITAL, INC.
BHC BELMONT PINES HOSPITAL, INC.
BHC FAIRFAX HOSPITAL, INC.
BHC FOX RUN HOSPITAL, INC.
BHC FREMONT HOSPITAL, INC.
BHC HEALTH SERVICES OF NEVADA, INC.
BHC HERITAGE OAKS HOSPITAL, INC.
BHC HOLDINGS, INC.
BHC INTERMOUNTAIN HOSPITAL, INC.
BHC MONTEVISTA HOSPITAL, INC.
BHC SIERRA VISTA HOSPITAL, INC.
BHC STREAMWOOD HOSPITAL, INC.
BRENTWOOD ACQUISITION, INC.
BRENTWOOD ACQUISITION - SHREVEPORT, INC.
BRYNN MARR HOSPITAL, INC.
CALVARY CENTER, INC.
CANYON RIDGE HOSPITAL, INC.
CCS/LANSING, INC.
CEDAR SPRINGS HOSPITAL, INC.
CHILDREN'S COMPREHENSIVE SERVICES, INC.
DEL AMO HOSPITAL, INC.
FIRST HOSPITAL CORPORATION OF VIRGINIA BEACH
FORT LAUDERDALE HOSPITAL, INC.
FRN, INC.
FRONTLINE BEHAVIORAL HEALTH, INC.
GREAT PLAINS HOSPITAL, INC.
GULF COAST TREATMENT CENTER, INC.
H. C. CORPORATION
HARBOR POINT BEHAVIORAL HEALTH
CENTER, INC.
HAVENWYCK HOSPITAL INC.
HHC AUGUSTA, INC.
HHC DELAWARE, INC.
HHC INDIANA, INC.
HHC OHIO, INC.

HSA HILL CREST CORPORATION
KIDS BEHAVIORAL HEALTH OF UTAH, INC.
LAUREL OAKS BEHAVIORAL HEALTH CENTER, INC.
MERIDELL ACHIEVEMENT CENTER, INC.
MICHIGAN PSYCHIATRIC SERVICES, INC.
NORTH SPRING BEHAVIORAL HEALTHCARE, INC.
OAK PLAINS ACADEMY OF TENNESSEE, INC.
PARK HEALTHCARE COMPANY
PENNSYLVANIA CLINICAL SCHOOLS, INC.
PREMIER BEHAVIORAL SOLUTIONS, INC.
PREMIER BEHAVIORAL SOLUTIONS OF FLORIDA, INC.
PSYCHIATRIC SOLUTIONS, INC.
PSYCHIATRIC SOLUTIONS OF VIRGINIA, INC.
RAMSAY YOUTH SERVICES OF GEORGIA, INC.
RIVER OAKS, INC.
RIVEREDGE HOSPITAL HOLDINGS, INC.
SOUTHEASTERN HOSPITAL
CORPORATION
SPRINGFIELD HOSPITAL, INC.
STONINGTON BEHAVIORAL HEALTH, INC.
SUMMIT OAKS HOSPITAL, INC.
TEMECULA VALLEY HOSPITAL, INC.
TEMPLE BEHAVIORAL HEALTHCARE HOSPITAL, INC.
TEXAS HOSPITAL HOLDINGS, INC.
THE ARBOUR, INC.
TWO RIVERS PSYCHIATRIC HOSPITAL, INC.
UHS CHILDREN SERVICES, INC.
UHS OF DENVER, INC.
UHS OF FAIRMOUNT, INC.
UHS OF FULLER, INC.
UHS OF GEORGIA, INC.

[Signature Page for Additional Authorized Representative Joinder Agreement]

HHC RIVER PARK, INC.
HHC SOUTH CAROLINA, INC.
HHC ST. SIMONS, INC.
HORIZON HEALTH AUSTIN, INC.
HORIZON HEALTH CORPORATION
UHS OF TIMPANOGOS, INC.
UHS OF WESTWOOD PEMBROKE, INC.
UHS OF WYOMING, INC.
UHS SAHARA, INC.
UNITED HEALTHCARE OF HARDIN, INC.
WINDMOOR HEALTHCARE INC.
WINDMOOR HEALTHCARE OF PINELLAS PARK, INC.
WISCONSIN AVENUE PSYCHIATRIC CENTER, INC.
UHS OF MADERA, INC.

UHS OF GEORGIA HOLDINGS, INC.
UHS OF HAMPTON, INC.
UHS OF HARTGROVE, INC
UHS OF PARKWOOD, INC.
UHS OF PENNSYLVANIA, INC.
UHS OF PROVO CANYON, INC.
UHS OF PUERTO RICO, INC.
UHS OF SPRING MOUNTAIN, INC.
UHS OF TIMBERLAWN, INC.
FOREST VIEW PSYCHIATRIC HOSPITAL, INC.

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

AIKEN REGIONAL MEDICAL CENTERS, LLC
LA AMISTAD RESIDENTIAL TREATMENT CENTER,
LLC
PALM POINT BEHAVIORAL HEALTH, LLC
TENNESSEE CLINICAL SCHOOLS, LLC
THE BRIDGEWAY, LLC
TURNING POINT CARE CENTER, LLC
UHS OF BENTON, LLC
UHS OF BOWLING GREEN, LLC
UHS OF GREENVILLE, LLC
UHS OF LAKESIDE, LLC
UHS OF PHOENIX, LLC
UHS OF RIDGE, LLC
UHS OF ROCKFORD, LLC
UHS OF TUCSON, LLC
UHS SUB III, LLC
UHSD, L.L.C.
WELLINGTON REGIONAL MEDICAL CENTER, LLC

By: Universal Health Services, Inc.
Its sole member

By: /s/ Steve Filton
Name: Steve Filton
Title: Executive Vice President, Secretary and Chief
Financial Officer

[Signature Page for Additional Authorized Representative Joinder Agreement]

FORT DUNCAN MEDICAL CENTER, L.P.

By: Fort Duncan Medical Center, Inc.
Its general partner

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

FRONTLINE HOSPITAL, LLC
FRONTLINE RESIDENTIAL TREATMENT CENTER,
LLC

By: Frontline Behavioral Health, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

KEYS GROUP HOLDINGS LLC

By: UHS Children Services, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

KEYSTONE/CCS PARTNERS LLC

By: Children's Comprehensive Services, Inc.
Its Minority Member

By: KEYS Group Holdings LLC
Its Managing Member and sole member of the minority
member

By: UHS Children Services, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

KEYSTONE CONTINUUM, LLC
KEYSTONE NPS LLC
KEYSTONE RICHLAND CENTER LLC

By: Keystone/CCS Partners LLC
Its sole member

By: Children's Comprehensive Services, Inc.
Its minority member

By: KEYS Group Holdings LLC
Its managing member and sole member
of the minority member

By: UHS Children Services, Inc.
Its sole member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

KEYSTONE EDUCATION AND YOUTH SERVICES,
LLC

By: KEYS Group Holdings LLC
Its sole member

By: UHS Children Services, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

KEYSTONE MARION, LLC
KEYSTONE MEMPHIS, LLC
KEYSTONE NEWPORT NEWS, LLC
KEYSTONE WSNC, L.L.C.

By: Keystone Education and Youth Services, LLC Its sole member

By: KEYS Group Holdings LLC
Its sole member

By: UHS Children Services, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

MANATEE MEMORIAL HOSPITAL, L.P.

By: Wellington Regional Medical Center, LLC
Its general partner

By: Universal Health Services, Inc.,
Its sole member

By: /s/ Steve Filton
Name: Steve Filton
Title: Executive Vice President, Secretary and Chief
Financial Officer

[Signature Page for Additional Authorized Representative Joinder Agreement]

MCALLEN HOSPITALS, L.P.

By: McAllen Medical Center, Inc.
Its general partner

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

PENDLETON METHODIST HOSPITAL, L.L.C.

By: UHS of River Parishes, Inc.
Its managing member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

GULPH MILLS ASSOCIATES, LLC
TBD ACQUISITION II, LLC
UHS KENTUCKY HOLDINGS, L.L.C.
UHS OF LANCASTER, LLC
UHS OF NEW ORLEANS, LLC
UHS OF OKLAHOMA, LLC
UHSL, L.L.C.
AZ HOLDING 4, LLC
UHS MIDWEST BEHAVIORAL HEALTH, LLC
RIVERSIDE MEDICAL CLINIC PATIENT SERVICES,
L.L.C.
PASTEUR HEALTHCARE PROPERTIES, LLC
UHS CAPITOL ACQUISITION, LLC

By: UHS of Delaware, Inc.
Its sole member

By: /s/ Steve Filton
Name: Steve Filton
Title: Executive Vice President and Chief Financial
Officer

[Signature Page for Additional Authorized Representative Joinder Agreement]

UHS OF ANCHOR, L.P.
UHS OF LAUREL HEIGHTS, L.P.
UHS OF PEACHFORD, L.P.

By: UHS of Georgia, Inc.
Its general partner

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

UHS OF CENTENNIAL PEAKS, L.L.C.

By: UHS of Denver, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

UHS OF DOVER, L.L.C.

By: UHS of Rockford, LLC
Its sole member

By: Universal Health Services, Inc.
Its sole member

By: /s/ Steve Filton
Name: Steve Filton
Title: Executive Vice President, Secretary and Chief
Financial Officer

[Signature Page for Additional Authorized Representative Joinder Agreement]

UHS OF DOYLESTOWN, L.L.C.

By: UHS of Pennsylvania, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

UHS OF SALT LAKE CITY, L.L.C.

By: UHS of Provo Canyon, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

UHS OF SAVANNAH, L.L.C.

By: UHS of Georgia Holdings, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

UHS OKLAHOMA CITY LLC
UHS OF SPRINGWOODS, L.L.C.

By: UHS of New Orleans, LLC
Its sole member

By: UHS of Delaware, Inc.
Its sole member

By: /s/ Steve Filton
Name: Steve Filton
Title: Executive Vice President and Chief Financial
Officer

[Signature Page for Additional Authorized Representative Joinder Agreement]

UHS OF SUMMITRIDGE, L.L.C.

By: UHS of Peachford, L.P.
Its sole member

By: UHS of Georgia, Inc.
Its general partner

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

PSYCHIATRIC SOLUTIONS HOSPITALS, LLC

By: Psychiatric Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

DIAMOND GROVE CENTER, LLC
KMI ACQUISITION, LLC
LIBERTY POINT BEHAVIORAL HEALTHCARE, LLC
PSJ ACQUISITION, LLC
SHADOW MOUNTAIN BEHAVIORAL HEALTH
SYSTEM, LLC
SUNSTONE BEHAVIORAL HEALTH, LLC
TBD ACQUISITION, LLC

By: Psychiatric Solutions Hospitals, LLC
Its Sole Member

By: Psychiatric Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

ATLANTIC SHORES HOSPITAL, LLC
EMERALD COAST BEHAVIORAL HOSPITAL, LLC
OCALA BEHAVIORAL HEALTH, LLC
PALMETTO BEHAVIORAL HEALTH HOLDINGS, LLC
RAMSAY MANAGED CARE, LLC
SAMSON PROPERTIES, LLC
TBJ BEHAVIORAL CENTER, LLC
THREE RIVERS HEALTHCARE GROUP, LLC
WEKIVA SPRINGS CENTER, LLC
ZEUS ENDEAVORS, LLC

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

PALMETTO BEHAVIORAL HEALTH SYSTEM, L.L.C.

By: Palmetto Behavioral Health Holdings, LLC
Its Sole Member

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

PALMETTO LOWCOUNTRY BEHAVIORAL HEALTH,
L.L.C.

By: Palmetto Behavioral Health System, L.L.C.
Its Sole Member

By: Palmetto Behavioral Health Holdings, LLC
Its Sole Member

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

SP BEHAVIORAL, LLC
UNIVERSITY BEHAVIORAL, LLC

By: Ramsay Managed Care, LLC
Its Sole Member

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

THREE RIVERS BEHAVIORAL HEALTH, LLC

By: Three Rivers Healthcare Group, LLC
Its Sole Member

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

THE NATIONAL DEAF ACADEMY, LLC

By: Zeus Endeavors, LLC
Its Sole Member

By: Premier Behavioral Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

WILLOW SPRINGS, LLC

By: BHC Health Services of Nevada, Inc.
Its Sole Member

By: /s/ Steve Filton
Name: Steve Hilton
Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

BEHAVIORAL HEALTHCARE LLC

By: BHC Holdings, Inc.
Its Sole Member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

BHC PINNACLE POINTE HOSPITAL, LLC
BHC PROPERTIES, LLC
COLUMBUS HOSPITAL PARTNERS, LLC
HOLLY HILL HOSPITAL, LLC
LEBANON HOSPITAL PARTNERS, LLC
NORTHERN INDIANA PARTNERS, LLC
ROLLING HILLS HOSPITAL, LLC
VALLE VISTA HOSPITAL PARTNERS, LLC

By: Behavioral Healthcare LLC
Its Sole Member

By: BHC Holdings, Inc.
Its Sole Member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

BHC MESILLA VALLEY HOSPITAL, LLC
BHC NORTHWEST PSYCHIATRIC HOSPITAL, LLC
CUMBERLAND HOSPITAL PARTNERS, LLC

By: BHC Properties, LLC
Its Sole Member

By: Behavioral Healthcare LLC
Its Sole Member

By: BHC Holdings, Inc.
Its Sole Member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

CUMBERLAND HOSPITAL, LLC

By: Cumberland Hospital Partners, LLC
Its Managing Member

By: BHC Properties, LLC
Its Minority Member and Sole Member of the
Managing Member

By: Behavioral Healthcare LLC
Its Sole Member

By: BHC Holdings, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

VALLE VISTA, LLC

By: BHC of Indiana, General Partnership
Its Sole Member

By: Columbus Hospital Partners, LLC
Its General Partner

By: Lebanon Hospital Partners, LLC
Its General Partner

By: Northern Indiana Partners, LLC
Its General Partner

By: Valle Vista Hospital Partners, LLC
Its General Partner

By: Behavioral Healthcare LLC
The Sole Member of each of the above General
Partners

By: BHC Holdings, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

WELLSTONE REGIONAL HOSPITAL
ACQUISITION, LLC

By: Wellstone Holdings, Inc.
Its Minority Member

By: Behavioral Healthcare LLC
Its Managing Member and Sole Member of the
Minority Member

By: BHC Holdings, Inc.
Its Sole Member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

BEHAVIORAL HEALTHCARE, LLC

By: BHC Holdings, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

HORIZON HEALTH HOSPITAL SERVICES, LLC
HORIZON MENTAL HEALTH MANAGEMENT, LLC

By: Horizon Health Corporation
Its Sole Member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

HHC PENNSYLVANIA, LLC
HHC POPLAR SPRINGS, LLC
KINGWOOD PINES HOSPITAL, LLC
SCHICK SHADEL OF FLORIDA, LLC
TOLEDO HOLDING CO., LLC

By: Horizon Health Hospital Services, LLC
Its Sole Member

By: Horizon Health Corporation
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

HICKORY TRAIL HOSPITAL, L.P.
MILLWOOD HOSPITAL, L.P.
NEURO INSTITUTE OF AUSTIN, L.P.
TEXAS CYPRESS CREEK HOSPITAL, L.P.
TEXAS LAUREL RIDGE HOSPITAL, L.P.
TEXAS OAKS PSYCHIATRIC HOSPITAL, L.P.
TEXAS SAN MARCOS TREATMENT CENTER, L.P.
TEXAS WEST OAKS HOSPITAL, L.P.

By: Texas Hospital Holdings, LLC
Its General Partner

By: Psychiatric Solutions Hospitals, LLC
Its Sole Member

By: Psychiatric Solutions, Inc.
Its Sole Member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

SHC-KPH, LP

By: HHC Kingwood Investment, LLC
Its General Partner

By: Horizon Health Hospital Services, LLC
Sole member of the General Partner

By: Horizon Health Corporation
Its sole member

By: /s/ Steve Filton

Name: Steve Hilton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

H.C. PARTNERSHIP

By: H.C. Corporation
Its General Partner

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

By: HSA Hill Crest Corporation
Its General Partner

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

BHC OF INDIANA, GENERAL PARTNERSHIP

By: Columbus Hospital Partners, LLC
Its General Partner

By: Lebanon Hospital Partners, LLC
Its General Partner

By: Northern Indiana Partners, LLC
Its General Partner

By: Valle Vista Hospital Partners, LLC
Its General Partner

By: BHC Healthcare, LLC
The Sole Member of each of the above General
Partners

By: BHC Holdings, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

INDEPENDENCE PHYSICIAN MANAGEMENT, LLC

By: UHS of Fairmount, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

BEHAVIORAL HEALTH MANAGEMENT, LLC
BEHAVIORAL HEALTH REALTY, LLC
CAT REALTY, LLC
CAT SEATTLE, LLC
MAYHILL BEHAVIORAL HEALTH, LLC
PSYCHIATRIC REALTY, LLC
RR RECOVERY, LLC
SALT LAKE BEHAVIORAL HEALTH, LLC
SALT LAKE PSYCHIATRIC REALTY, LLC
UBH OF OREGON, LLC
UBH OF PHOENIX, LLC
UBH OF PHOENIX REALTY, LLC
UNIVERSITY BEHAVIORAL HEALTH OF EL PASO,
LLC

By: Ascend Health Corporation
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

GARFIELD PARK HOSPITAL, LLC

By: UHS of Hartgrove, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

ABS LINC KY, LLC
HUGHES CENTER, LLC

By: Alternative Behavioral Services, Inc.
Its sole member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

VALLEY HEALTH SYSTEM LLC

By: Valley Hospital Medical Center, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

UHP LP

By: Island 77 LLC
Its general partner

By: Ascend Health Corporation
Its sole member

By: /s/ Steve Filton
Name: Steve Filton
Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

BEACH 77 LP

By: 2026 W. University Properties, LLC
Its general partner

By: Ascend Health Corporation
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

CORAL SHORES BEHAVIORAL HEALTH, LLC

By: Children's Comprehensive Services, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

DVH HOSPITAL ALLIANCE LLC

By: UHS Holding Company, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

DHP 2131 K ST, LLC

By: District Hospital Partners, L.P.
Its sole member

By: UHS of D.C., Inc.
Its general partner

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

UHS FUNDING, LLC

By: UHS of Delaware, Inc.
Its majority member

By: /s/ Steve Filton
Name: Steve Filton
Title: Executive Vice President and Chief Financial
Officer

By: Universal Health Services, Inc.
Its minority member

By: /s/ Steve Filton
Name: Steve Filton
Title: Executive Vice President, Chief Financial Officer
and Secretary

[Signature Page for Additional Authorized Representative Joinder Agreement]

MILWAUKEE BEHAVIORAL HEALTH, LLC

By: UHS of Delaware, Inc.
Its minority member

By: /s/ Steve Filton
Name: Steve Filton
Title: Executive Vice President and Chief Financial
Officer

By: UHS Funding, LLC
Its majority member

By: UHS of Delaware, Inc.
Its majority member

By: /s/ Steve Filton
Name: Steve Filton
Title: Executive Vice President and Chief Financial
Officer

[Signature Page for Additional Authorized Representative Joinder Agreement]

FANNIN MANAGEMENT SERVICES, LLC

By: UHS of Texoma, Inc.
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

RIDGE OUTPATIENT COUNSELING, L.L.C.

By: UHS of Ridge, LLC
Its sole member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

BLOOMINGTON MEADOWS, GENERAL
PARTNERSHIP

By: BHC of Indiana, General Partnership,
its General Partner

By: Columbus Hospital Partners, LLC,
its General Partner

By: Lebanon Hospital Partners, LLC,
its General Partner

By: Northern Indiana Partners, LLC,
its General Partner

By: Valle Vista Hospital Partners, LLC,
its General Partner

By: BHC Healthcare, LLC, the Sole Member of
each of the above General Partners

By: BHC Holdings, Inc.
its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

By: Indiana Psychiatric Institutes, LLC,
its General Partner

By: BHC Healthcare, LLC,
its Sole Member

By: BHC Holdings, Inc.
its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

DISTRICT HOSPITAL PARTNERS, L.P.

By: UHS of D.C., Inc.
Its general partner

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

UHS OF KANSAS CITY, LLC

By: Great Plains Hospital, Inc.
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

UHS EAST END SUB, LLC

By: UHS East End Corporation
Its Sole Member

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]

UHS EAST END CORPORATION

By: /s/ Steve Filton

Name: Steve Filton

Title: Vice President

[Signature Page for Additional Authorized Representative Joinder Agreement]



Norton Rose Fulbright US LLP
 1301 Avenue of the Americas
 New York, New York 10019-6022
 United States

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 Fax +1 212 318 3400
 nortonrosefulbright.com

August 20, 2026

Universal Health Services, Inc.
 Universal Corporate Center
 367 South Gulph Road
 P.O. Box 61558
 King of Prussia, Pennsylvania 19406-0958

Ladies and Gentlemen:

We have acted as counsel to Universal Health Services, Inc., a Delaware corporation (the “Company”), the subsidiaries of the Company listed on Schedule I hereto (the “DE Guarantors”) and the subsidiaries of the Company listed on Schedule II hereto (the “Non-DE Guarantors”) and, collectively with the DE Guarantors, the “Guarantors”), with respect to certain legal matters in connection with the Company’s proposed issuance of \$600,000,000 aggregate principal amount of 5.500% Senior Secured Notes due 2031 and \$500,000,000 aggregate principal amount of 6.000% Senior Secured Notes due 2036 (collectively, the “Notes”), and the issuance of the related guarantees of the Notes by the Guarantors (the “Guarantees”), as contemplated by the Company’s and the Guarantors’ registration pursuant to a shelf registration statement on Form S-3 (File No. 333-282135) (the “Original Registration Statement”), as amended by Post-Effective Amendment No. 1 thereto (“Post Effective Amendment No. 1”) (such Original Registration Statement, as amended by Post-Effective Amendment No. 1 and as may be amended from time to time, the “Registration Statement”) filed with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”). The Original Registration Statement and Post Effective Amendment No. 1 have been filed with the Commission and each became effective upon their respective filing. The Company’s prospectus dated September 16, 2024 was filed with the Commission as part of the Registration Statement (the “Base Prospectus”) and the Company’s prospectus supplement dated August 11, 2026 relating to the Notes and the Guarantees has been filed with the Commission pursuant to Rule 424(b) under the Securities Act (the “Prospectus Supplement”).

The Company and Guarantors entered into an Underwriting Agreement (the “Underwriting Agreement”), dated August 11, 2026, with J.P. Morgan Securities LLC, BofA Securities, Inc., Truist Securities, Inc., US Bancorp Investments, Inc. and Wells Fargo Securities, LLC, as representatives of the underwriters named therein (the “Underwriters”), relating to the issuance and sale by the Company to the Underwriters of the Notes, which shall be issued pursuant to an Indenture dated as of September 26, 2024 (as supplemented prior to the date hereof, the “Base Indenture”) and a Third Supplemental Indenture dated as of August 20, 2026 (the “Supplemental Indenture”) and, together with the Base Indenture, the “Indenture”) among the Company, the Guarantors, U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), and JPMorgan Chase Bank, N.A., as collateral agent (the “Collateral Agent”).

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP and Norton Rose Fulbright Canada LLP are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at nortonrosefulbright.com.

In connection with this opinion, we have (i) investigated such questions of law, (ii) examined originals or certified, conformed, electronic or reproduction copies of such agreements, instruments, documents and records of the Company and the Guarantors, such certificates of public officials and such other documents and (iii) received such information from officers and representatives of the Company, the Guarantors and others, in each case as we have deemed necessary or appropriate for the purposes of this opinion. We have examined, among other documents, the following:

- (a) the Restated Certificate of Incorporation and bylaws of the Company,
- (b) the organizational documents of the DE Guarantors,
- (c) the Registration Statement,
- (d) the Base Prospectus and the Prospectus Supplement,
- (e) the Underwriting Agreement,
- (f) the Base Indenture and the Supplemental Indenture,
- (g) the Notes in global form as executed by the Company and authenticated by the Trustee, and
- (h) the form of Officers' Certificates to be delivered pursuant to Section 13.03 of the Base Indenture.

The documents referred to in items (a) through (h) above, inclusive, are referred to herein collectively as the "Documents."

In all such examinations, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of original and certified documents and the conformity to original or certified documents of all copies submitted to us as certified, conformed, electronic or reproduction copies. As to various questions of fact relevant to the opinions expressed herein, we have relied upon, and assume the accuracy of, the statements, representations and warranties contained in the Documents, certificates and oral or written statements and other information of or from public officials, officers or other appropriate representatives of the Company, the Guarantors and others and assume compliance on the part of all parties to the Documents with their respective covenants and agreements contained therein.

All assumptions and statements of reliance herein have been made without any independent investigation or verification on our part and we express no opinion with respect to the subject matter or accuracy of such assumptions or items relied upon.

To the extent it may be relevant to the opinions expressed herein, we have assumed that (i) all of the parties to the Documents (other than the Company and the DE Guarantors) are validly existing and in good standing under the laws of their respective jurisdictions of organization; (ii) the parties to the Documents (other than the Company and the DE Guarantors) have the power and authority to (a) execute and deliver the Documents, (b) perform their obligations thereunder and (c) consummate the transactions contemplated thereby; (iii) each of the Documents has been duly authorized, executed and delivered by each of the parties thereto (other than the Company and

the DE Guarantors), (iv) each of the Documents constitutes a valid and binding obligation of all of the parties thereto (other than as expressly addressed below as to the Company and the Guarantors), enforceable against such parties in accordance with their respective terms; (v) all of the parties to the Documents will comply with all of their obligations under the Documents and all laws applicable thereto; (vi) the Notes have been duly authenticated and delivered by the Trustee in accordance with the terms of the Indenture; and (vii) the opinion letter dated the date hereof of Matthew D. Klein, Senior Vice President and General Counsel to the Company, regarding this issuance of the Notes and the Guarantees is accurate.

Based on the foregoing, and subject to the assumptions, qualifications, limitations, and exceptions set forth herein, we are of the opinion that:

1. The Notes are legally issued and constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms.
2. The Guarantees constitute valid and legally binding obligations of the Guarantors, enforceable against the Guarantors in accordance with their terms.

The foregoing opinions regarding the enforceability of the Notes and the Guarantees (collectively, the “Opinion Documents”) are subject to the following:

- (i) The enforceability of the Opinion Documents may be limited or affected by (a) bankruptcy, insolvency, reorganization, moratorium, liquidation, rearrangement, probate, conservatorship, fraudulent transfer, fraudulent conveyance and other similar laws (including court decisions) now or hereafter in effect and affecting the rights and remedies of creditors generally or providing for the relief of debtors generally, (b) the refusal of a particular court to grant (i) equitable remedies, including, without limiting the generality of the foregoing, specific performance and injunctive relief, or (ii) a particular remedy sought under any Opinion Document as opposed to another remedy provided for therein or another remedy available at law, admiralty or in equity, (c) general principles of equity (regardless of whether such remedies are sought in a proceeding in equity, admiralty or at law), and (d) judicial discretion.
- (ii) In rendering the foregoing opinions, we express no opinion as to (a) the availability of certain equitable remedies, including specific performance; (b) provisions in the Opinion Documents that purport to (i) restrict access to legal or equitable remedies, (ii) establish property classifications, presumptions or evidentiary standards, or (iii) waive or affect rights or defenses of any party that may not be waived or affected under applicable law, (c) provisions in the Opinion Documents relating to severability clauses, (d) provisions in the Opinion Documents relating to indemnities and rights of contribution to the extent prohibited by public policy or which might require indemnification or contribution for losses or expenses caused by negligence, gross negligence, willful misconduct, fraud or illegality of a party otherwise entitled to indemnification or contribution, and (e) the effect of any provision of the Opinion Documents which is intended to permit modification thereof only by means of an agreement signed in writing by the parties thereto.
- (iii) We note that the enforceability of specific provisions of the Opinion Documents may be subject to standards of reasonableness, care and diligence and “good faith” limitations and obligations such as those provided in Sections 1-302(b), 1-303, 1-304 and 1-309 of the New York Uniform Commercial Code and applicable principles of common law and judicial decisions.

- (iv) We have assumed that the Trustee and the Collateral Agent will enforce and perform each Opinion Document in compliance with the provisions thereof and all requirements of applicable law.
- (v) In connection with any provisions of the Opinion Documents whereby the Company or any Guarantor submits to the jurisdiction of the United States District Court for the Southern District of New York, we note the limitations of 28 U.S.C. §§ 1331 and 1332 on Federal court jurisdiction, and we also note that such submissions cannot supersede such court's discretion in determining whether to transfer an action from one Federal court to another under 28 U.S.C. § 1404(a).
- (vi) With respect to the valid existence and good standing of the Company and the DE Guarantors, we have relied solely upon certificates of public officials in the State of Delaware, without further investigation.

The opinions expressed herein are limited to the laws of the State of New York and to the extent relevant to the opinions expressed herein, the General Corporation Law of the State of Delaware, the Limited Liability Company Act of the State of Delaware and the Revised Uniform Limited Partnership Act of the state of Delaware, each as currently in effect, and no opinion is expressed with respect to any other laws or any effect that such other laws may have on the opinions expressed herein. This opinion letter is limited to the matters stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated herein. This letter is given only as of the date hereof, and we undertake no responsibility to update or supplement this letter after such time.

We hereby consent to the filing of this opinion as an exhibit to the Company's Current Report on Form 8-K to be filed with the Commission on the date hereof and to the reference to this firm under the caption "Legal Matters" in the Base Prospectus and the Prospectus Supplement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission.

Very truly yours,

/s/ Norton Rose Fulbright US LLP

Norton Rose Fulbright US LLP

SCHEDULE I
DE GUARANTORS

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
Ascend Health Corporation	Delaware
Atlantic Shores Hospital, LLC	Delaware
Beach 77 LP	Delaware
Behavioral Health Management, LLC	Delaware
Behavioral Health Realty, LLC	Delaware
Behavioral Healthcare LLC	Delaware
BHC Holdings, Inc.	Delaware
BHC Mesilla Valley Hospital, LLC	Delaware
BHC Northwest Psychiatric Hospital, LLC	Delaware
Brentwood Acquisition—Shreveport, Inc.	Delaware
Calvary Center, Inc.	Delaware
CAT Realty, LLC	Delaware
CAT Seattle, LLC	Delaware
Cedar Springs Hospital, Inc.	Delaware
Coral Shores Behavioral Health, LLC	Delaware
Cumberland Hospital, LLC	Delaware
Cumberland Hospital Partners, LLC	Delaware
DHP 2131 K St, LLC	Delaware
Diamond Grove Center, LLC	Delaware
DVH Hospital Alliance LLC	Delaware
Emerald Coast Behavioral Hospital, LLC	Delaware
Fort Duncan Medical Center, L.P.	Delaware
FRN, Inc.	Delaware
Frontline Behavioral Health, Inc.	Delaware
Frontline Hospital, LLC	Delaware
Frontline Residential Treatment Center, LLC	Delaware
HHC Delaware, Inc.	Delaware
HHC Pennsylvania, LLC	Delaware
Hickory Trail Hospital, L.P.	Delaware
Horizon Health Corporation	Delaware
Horizon Health Hospital Services, LLC	Delaware
Independence Physician Management, LLC	Delaware
Keys Group Holdings LLC	Delaware
Keystone/CCS Partners LLC	Delaware
KMI Acquisition, LLC	Delaware
Laurel Oaks Behavioral Health Center, Inc.	Delaware
Liberty Point Behavioral Healthcare, LLC	Delaware
Manatee Memorial Hospital, L.P.	Delaware
McAllen Hospitals, L.P.	Delaware
McAllen Medical Center, Inc.	Delaware
Merion Building Management, Inc.	Delaware
Ocala Behavioral Health, LLC	Delaware
Palmetto Behavioral Health Holdings, LLC	Delaware

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
Pasteur Healthcare Properties, LLC	Delaware
Pendleton Methodist Hospital, L.L.C.	Delaware
Premier Behavioral Solutions of Florida, Inc.	Delaware
Premier Behavioral Solutions, Inc.	Delaware
Psychiatric Realty, LLC	Delaware
Psychiatric Solutions Hospitals, LLC	Delaware
Psychiatric Solutions, Inc.	Delaware
Ramsay Managed Care, LLC	Delaware
Ramsay Youth Services of Georgia, Inc.	Delaware
Riveredge Hospital Holdings, Inc.	Delaware
RR Recovery, LLC	Delaware
Salt Lake Behavioral Health, LLC	Delaware
Salt Lake Psychiatric Realty, LLC	Delaware
Shadow Mountain Behavioral Health System, LLC	Delaware
Springfield Hospital, Inc.	Delaware
Stonington Behavioral Health, Inc.	Delaware
TBD Acquisition II, LLC	Delaware
TBD Acquisition, LLC	Delaware
TBJ Behavioral Center, LLC	Delaware
Texas Hospital Holdings, Inc.	Delaware
Toledo Holding Co., LLC	Delaware
Two Rivers Psychiatric Hospital, Inc.	Delaware
UBH of Oregon, LLC	Delaware
UBH of Phoenix Realty, LLC	Delaware
UBH of Phoenix, LLC	Delaware
UHP LP	Delaware
UHS Capitol Acquisition, LLC	Delaware
UHS Children's Services, Inc.	Delaware
UHS Funding, LLC	Delaware
UHS Kentucky Holdings, L.L.C.	Delaware
UHS Midwest Behavioral Health, LLC	Delaware
UHS of Anchor, L.P.	Delaware
UHS of Benton, LLC	Delaware
UHS of Bowling Green, LLC	Delaware
UHS of Centennial Peaks, L.L.C.	Delaware
UHS of Cornerstone Holdings, Inc.	Delaware
UHS of Cornerstone, Inc.	Delaware
UHS of D.C., Inc.	Delaware
UHS of Delaware, Inc.	Delaware
UHS of Denver, Inc.	Delaware
UHS of Dover, L.L.C.	Delaware
UHS of Doylestown, L.L.C.	Delaware
UHS of Fairmount, Inc.	Delaware
UHS of Georgia Holdings, Inc.	Delaware
UHS of Georgia, Inc.	Delaware
UHS of Greenville, LLC	Delaware
UHS of Kansas City, LLC	Delaware

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
UHS of Lakeside, LLC	Delaware
UHS of Laurel Heights, L.P.	Delaware
UHS of Madera, Inc.	Delaware
UHS of Parkwood, Inc.	Delaware
UHS of Peachford, L.P.	Delaware
UHS of Phoenix, LLC	Delaware
UHS of Provo Canyon, Inc.	Delaware
UHS of Puerto Rico, Inc.	Delaware
UHS of Ridge, LLC	Delaware
UHS of Rockford, LLC	Delaware
UHS of Salt Lake City, L.L.C.	Delaware
UHS of Savannah, L.L.C.	Delaware
UHS of Spring Mountain, Inc.	Delaware
UHS of Springwoods, L.L.C.	Delaware
UHS of Summitridge, L.L.C.	Delaware
UHS of Texoma, Inc.	Delaware
UHS of Timpanogos, Inc.	Delaware
UHS of Tucson, LLC	Delaware
UHS of Wyoming, Inc.	Delaware
UHS Sahara, Inc.	Delaware
UHS Sub III, LLC	Delaware
UHS-Corona, Inc.	Delaware
Universal Health Services of Palmdale, Inc.	Delaware
University Behavioral Health of El Paso, LLC	Delaware
Valle Vista, LLC	Delaware
Valley Health System LLC	Delaware
Wekiva Springs Center, LLC	Delaware
Willow Springs, LLC	Delaware
Windmoor Healthcare of Pinellas Park, Inc.	Delaware
Wisconsin Avenue Psychiatric Center, Inc.	Delaware

SCHEDULE II
NON-DE GUARANTOR

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
ABS Lincs KY, LLC	Virginia
ABS Lincs SC, Inc.	South Carolina
Aiken Regional Medical Centers, LLC	South Carolina
Alliance Health Center, Inc.	Mississippi
Alternative Behavioral Services, Inc.	Virginia
AZ Holding 4, LLC	Arizona
Benchmark Behavioral Health System, Inc.	Utah
BHC Alhambra Hospital, Inc.	Tennessee
BHC Belmont Pines Hospital, Inc.	Tennessee
BHC Fairfax Hospital, Inc.	Tennessee
BHC Fox Run Hospital, Inc.	Tennessee
BHC Fremont Hospital, Inc.	Tennessee
BHC Health Services of Nevada, Inc.	Nevada
BHC Heritage Oaks Hospital, Inc.	Tennessee
BHC Intermountain Hospital, Inc.	Tennessee
BHC Montevista Hospital, Inc.	Nevada
BHC of Indiana, General Partnership	Tennessee
BHC Pinnacle Pointe Hospital, LLC	Tennessee
BHC Properties, LLC	Tennessee
BHC Sierra Vista Hospital, Inc.	Tennessee
BHC Streamwood Hospital, Inc.	Tennessee
Bloomington Meadows, General Partnership	Tennessee
Brentwood Acquisition, Inc.	Tennessee
Brynn Marr Hospital, Inc.	North Carolina
Canyon Ridge Hospital, Inc.	California
CCS/Lansing, Inc.	Michigan
Children's Comprehensive Services, Inc.	Tennessee
Columbus Hospital Partners, LLC	Tennessee
Del Amo Hospital, Inc.	California
District Hospital Partners, L.P.	District of Columbia
Fannin Management Services, LLC	Texas
First Hospital Corporation of Virginia Beach	Virginia
Forest View Psychiatric Hospital, Inc.	Michigan
Fort Lauderdale Hospital, Inc.	Florida
Garfield Park Hospital, LLC	Illinois
Great Plains Hospital, Inc.	Missouri
Gulf Coast Treatment Center, Inc.	Florida
Gulph Mills Associates, LLC	Pennsylvania
H. C. Corporation	Alabama
H.C. Partnership	Alabama
Harbor Point Behavioral Health Center, Inc.	Virginia
Havenwyck Hospital Inc.	Michigan
HHC Augusta, Inc.	Georgia

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
HHC Indiana, Inc.	Indiana
HHC Ohio, Inc.	Ohio
HHC Poplar Springs, LLC	Virginia
HHC River Park, Inc.	West Virginia
HHC South Carolina, Inc.	South Carolina
HHC St. Simons, Inc.	Georgia
Holly Hill Hospital, LLC	Tennessee
Horizon Health Austin, Inc.	Texas
Horizon Mental Health Management, LLC	Texas
HSA Hill Crest Corporation	Alabama
Hughes Center, LLC	Virginia
Keystone Continuum, LLC	Tennessee
Keystone Education and Youth Services, LLC	Tennessee
Keystone Marion, LLC	Virginia
Keystone Memphis, LLC	Tennessee
Keystone Newport News, LLC	Virginia
Keystone NPS LLC	California
Keystone Richland Center LLC	Ohio
Keystone WSNC, L.L.C.	North Carolina
Kids Behavioral Health of Utah, Inc.	Utah
Kingwood Pines Hospital, LLC	Texas
La Amistad Residential Treatment Center, LLC	Florida
Lancaster Hospital Corporation	California
Lebanon Hospital Partners, LLC	Tennessee
Mayhill Behavioral Health, LLC	Texas
Meridell Achievement Center, Inc.	Texas
Michigan Psychiatric Services, Inc.	Michigan
Millwood Hospital, L.P.	Texas
Milwaukee Behavioral Health, LLC	Wisconsin
Neuro Institute of Austin, L.P.	Texas
North Spring Behavioral Healthcare, Inc.	Tennessee
Northern Indiana Partners, LLC	Tennessee
Northwest Texas Healthcare System, Inc.	Texas
Oak Plains Academy of Tennessee, Inc.	Tennessee
Palmetto Behavioral Health System, L.L.C.	South Carolina
Palmetto Lowcountry Behavioral Health, L.L.C.	South Carolina
Palm Point Behavioral Health, LLC	Florida
Park Healthcare Company	Tennessee
Pennsylvania Clinical Schools, Inc.	Pennsylvania
PSJ Acquisition, LLC	North Dakota
Psychiatric Solutions of Virginia, Inc.	Tennessee
Ridge Outpatient Counseling, L.L.C.	Kentucky
River Oaks, Inc.	Louisiana
Riverside Medical Clinic Patient Services, L.L.C.	California
Rolling Hills Hospital, LLC	Tennessee
Samson Properties, LLC	Florida
Schick Shadel of Florida, LLC	Florida

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
SHC-KPH, LP	Texas
Southeastern Hospital Corporation	Tennessee
SP Behavioral, LLC	Florida
Sparks Family Hospital, Inc.	Nevada
Summit Oaks Hospital, Inc.	New Jersey
Sunstone Behavioral Health, LLC	Tennessee
Temecula Valley Hospital, Inc.	California
Temple Behavioral Healthcare Hospital, Inc.	Texas
Tennessee Clinical Schools, LLC	Tennessee
Texas Cypress Creek Hospital, L.P.	Texas
Texas Laurel Ridge Hospital, L.P.	Texas
Texas Oaks Psychiatric Hospital, L.P.	Texas
Texas San Marcos Treatment Center, L.P.	Texas
Texas West Oaks Hospital, L.P.	Texas
The Arbour, Inc.	Massachusetts
The Bridgeway, LLC	Arkansas
The National Deaf Academy, LLC	Florida
Three Rivers Behavioral Health, LLC	South Carolina
Three Rivers Healthcare Group, LLC	South Carolina
Turning Point Care Center, LLC	Georgia
UHS East End Corporation	District of Columbia
UHS East End Sub, LLC	District of Columbia
UHS Holding Company, Inc.	Nevada
UHS of Fuller, Inc.	Massachusetts
UHS of Hampton, Inc.	New Jersey
UHS of Hartgrove, Inc	Illinois
UHS of Lancaster, LLC	Pennsylvania
UHS of New Orleans, LLC	Louisiana
UHS of Oklahoma, LLC	Oklahoma
UHS of Pennsylvania, Inc.	Pennsylvania
UHS of River Parishes, Inc.	Louisiana
UHS of Timberlawn, Inc.	Texas
UHS of Westwood Pembroke, Inc.	Massachusetts
UHS Oklahoma City LLC	Oklahoma
UHSD, L.L.C.	Nevada
UHSL, L.L.C.	Nevada
United Healthcare of Hardin, Inc.	Tennessee
Universal Health Services of Rancho Springs, Inc.	California
University Behavioral, LLC	Florida
Valle Vista Hospital Partners, LLC	Tennessee
Valley Hospital Medical Center, Inc.	Nevada
Wellington Regional Medical Center, LLC	Florida
Wellstone Regional Hospital Acquisition, LLC	Indiana
Windmoor Healthcare Inc.	Florida
Zeus Endeavors, LLC	Florida

Universal Health Services, Inc.
367 South Gulph Road
P.O. Box 61558
King of Prussia, PA 19406

August 20, 2024

Universal Health Services, Inc.
 and the Subsidiary Guarantors
 367 South Gulph Road
 King of Prussia, Pennsylvania 19406

Ladies and Gentlemen:

I am Senior Vice President and General Counsel to Universal Health Services, Inc., a Delaware corporation (the “Company”), and the subsidiaries of the Company listed on Schedules I and II hereto (the “Guarantors”) and I am delivering this opinion in connection with the Company’s proposed issuance of \$600,000,000 aggregate principal amount of 5.500% Senior Secured Notes due 2031 and \$500,000,000 million aggregate principal amount of 6.000% Senior Secured Notes due 2036 (collectively, the “Notes”), and the issuance of the related guarantees of the Notes by the Guarantors (the “Guarantees”), as contemplated by the Company’s and the Guarantors’ registration pursuant to a shelf registration statement on Form S-3 (File No. 333-282135) (the “Original Registration Statement”), as amended by Post-Effective Amendment No. 1 thereto (“Post Effective Amendment No. 1”) (such Original Registration Statement, as amended by Post-Effective Amendment No. 1 and as may be amended from time to time, the “Registration Statement”) filed with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”). The Original Registration Statement and Post Effective Amendment No. 1 have been filed with the Commission and each became effective upon their respective filing. The Company’s prospectus dated September 16, 2024 was filed with the Commission as part of the Registration Statement (the “Base Prospectus”) and the Company’s prospectus supplement dated August 11, 2026 relating to the Notes and the Guarantees has been filed with the Commission pursuant to Rule 424(b) under the Securities Act (the “Prospectus Supplement”).

The Company and Guarantors entered into an Underwriting Agreement (the “Underwriting Agreement”), dated August 11, 2026, with J.P. Morgan Securities LLC, BofA Securities, Inc., Truist Securities, Inc., US Bancorp Investments, Inc. and Wells Fargo Securities, LLC, as representatives of the underwriters named therein (the “Underwriters”), relating to the issuance and sale by the Company to the Underwriters of the Notes, which shall be issued pursuant to an Indenture dated as of September 26, 2024 (the “Base Indenture”) and a Third Supplemental Indenture dated as of August 20, 2026 (the “Supplemental Indenture” and, together with the Base Indenture, the “Indenture”) among the Company, U.S. Bank Trust Company, National Association, as trustee, and JPMorgan Chase Bank, N.A., as collateral agent.

In connection with this opinion, I have reviewed and examined, among other documents, the following:

- (a) the Registration Statement,
- (b) the Base Prospectus and the Prospectus Supplement,
- (c) the Underwriting Agreement,
- (d) the Base Indenture and the Supplemental Indenture,
- (e) the Notes in global form as executed by the Company and authenticated by the Trustee, and
- (f) the form of Officers’ Certificates to be delivered pursuant to Section 13.03 of the Base Indenture.

In addition, in rendering the opinions contained herein, I have relied upon my examination or the examination by members of the Company's legal staff (in the ordinary course of business) of the original or copies certified or otherwise identified to our satisfaction of the charter, bylaws or other governing documents of Subsidiary Guarantors named on Schedule I hereto (the "Schedule I Guarantors"), resolutions and written consents of their respective boards of directors, general partners, managers and managing members, as the case may be, statements and certificates from officers of the Schedule I Guarantors and, to the extent obtained, from various state authorities, status reports provided by third party service providers, and such other documents and records relating to the Schedule I Guarantors as I have deemed appropriate. I, or a member of my staff, have also examined the originals, or duplicates or certified or conformed copies, of such corporate and other records, agreements, documents and other instruments of the Schedule I Guarantors and have made such other investigations as I have deemed relevant and necessary in connection with the opinions hereinafter set forth. As to questions of fact material to this opinion, I have relied upon certificates or comparable documents or statements of public officials and of officers and representatives of the Company and the Schedule I Guarantors.

Based upon the foregoing, and subject to the qualifications, assumptions and limitations stated herein, I am of the opinion that, (a) each of the Schedule I Guarantors is validly existing and in good standing as a corporation, limited liability company or limited partnership, as applicable, under the law of its jurisdiction of organization and will have full corporate, limited liability company or limited partnership power and authority, as the case may be, to issue the Guarantees and (b) the Guarantees, the Underwriting Agreement, the Base Indenture and the Supplemental Indenture have been duly authorized, executed and delivered by each of the Schedule I Guarantors.

This opinion letter is given as of the date hereof, and I assume no obligation to update or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to my attention or any change in laws that may hereafter occur.

I hereby consent to the filing of this opinion as an exhibit to the Company's Current Report on Form 8-K to be filed with the Commission on the date hereof and to the reference to the undersigned under the caption "Legal Matters" in the Base Prospectus and the Prospectus Supplement.

[Signature Page follows]

Very truly yours,

/s/ Matthew D. Klein

Matthew D. Klein
General Counsel

SCHEDULE I

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
ABS Lines Ky, LLC	Virginia
ABS Lines SC, Inc.	South Carolina
Aiken Regional Medical Centers, LLC	South Carolina
Alliance Health Center, Inc.	Mississippi
Alternative Behavioral Services, Inc.	Virginia
AZ Holding 4, LLC	Arizona
Benchmark Behavioral Health System, Inc.	Utah
BHC Alhambra Hospital, Inc.	Tennessee
BHC Belmont Pines Hospital, Inc.	Tennessee
BHC Fairfax Hospital, Inc.	Tennessee
BHC Fox Run Hospital, Inc.	Tennessee
BHC Fremont Hospital, Inc.	Tennessee
BHC Health Services of Nevada, Inc.	Nevada
BHC Heritage Oaks Hospital, Inc.	Tennessee
BHC Intermountain Hospital, Inc.	Tennessee
BHC Montevista Hospital, Inc.	Nevada
BHC of Indiana, General Partnership	Tennessee
BHC Pinnacle Pointe Hospital, LLC	Tennessee
BHC Properties, LLC	Tennessee
BHC Sierra Vista Hospital, Inc.	Tennessee
BHC Streamwood Hospital, Inc.	Tennessee
Bloomington Meadows, General Partnership	Tennessee
Brentwood Acquisition, Inc.	Tennessee
Brynn Marr Hospital, Inc.	North Carolina
Canyon Ridge Hospital, Inc.	California
CCS/Lansing, Inc.	Michigan
Children's Comprehensive Services, Inc.	Tennessee
Columbus Hospital Partners, LLC	Tennessee
Del Amo Hospital, Inc.	California
District Hospital Partners, L.P.	District of Columbia
Fannin Management Services, LLC	Texas
First Hospital Corporation of Virginia Beach	Virginia
Forest View Psychiatric Hospital, Inc.	Michigan
Fort Lauderdale Hospital, Inc.	Florida
Garfield Park Hospital, LLC	Illinois
Great Plains Hospital, Inc.	Missouri
Gulf Coast Treatment Center, Inc.	Florida
Gulph Mills Associates, LLC	Pennsylvania
H. C. Corporation	Alabama

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
H.C. Partnership	Alabama
Harbor Point Behavioral Health Center, Inc.	Virginia
Havenwyck Hospital Inc.	Michigan
HHC Augusta, Inc.	Georgia
HHC Indiana, Inc.	Indiana
HHC Ohio, Inc.	Ohio
HHC Poplar Springs, LLC	Virginia
HHC River Park, Inc.	West Virginia
HHC South Carolina, Inc.	South Carolina
HHC St. Simons, Inc.	Georgia
Holly Hill Hospital, LLC	Tennessee
Horizon Health Austin, Inc.	Texas
Horizon Mental Health Management, LLC	Texas
HSA Hill Crest Corporation	Alabama
Hughes Center, LLC	Virginia
Keystone Continuum, LLC	Tennessee
Keystone Education & Youth Services, LLC	Tennessee
Keystone Marion, LLC	Virginia
Keystone Memphis, LLC	Tennessee
Keystone Newport News, LLC	Virginia
Keystone NPS LLC	California
Keystone Richland Center LLC	Ohio
Keystone WSNC, L.L.C.	North Carolina
Kids Behavioral Health of Utah, Inc.	Utah
Kingwood Pines Hospital, LLC	Texas
La Amistad Residential Treatment Center, LLC	Florida
Lancaster Hospital Corporation	California
Lebanon Hospital Partners, LLC	Tennessee
Mayhill Behavioral Health, LLC	Texas
Meridell Achievement Center, Inc.	Texas
Michigan Psychiatric Services, Inc.	Michigan
Millwood Hospital, L.P.	Texas
Milwaukee Behavioral Health, LLC	Wisconsin
Neuro Institute of Austin, L.P.	Texas
North Spring Behavioral Healthcare, Inc.	Tennessee
Northern Indiana Partners, LLC	Tennessee
Northwest Texas Healthcare System, Inc.	Texas
Oak Plains Academy of Tennessee, Inc.	Tennessee
Palmetto Behavioral Health System, L.L.C.	South Carolina
Palmetto Lowcountry Behavioral Health, L.L.C.	South Carolina
Palm Point Behavioral Health, LLC	Florida

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
Park Healthcare Company	Tennessee
Pennsylvania Clinical Schools, Inc.	Pennsylvania
PSJ Acquisition, LLC	North Dakota
Psychiatric Solutions of Virginia, Inc.	Tennessee
Ridge Outpatient Counseling, L.L.C.	Kentucky
River Oaks, Inc.	Louisiana
Riverside Medical Clinic Patient Services, L.L.C.	California
Rolling Hills Hospital, LLC	Tennessee
Samson Properties, LLC	Florida
Schick Shadel of Florida, LLC	Florida
SHC-KPH, LP	Texas
Southeastern Hospital Corporation	Tennessee
SP Behavioral, LLC	Florida
Sparks Family Hospital, Inc.	Nevada
Summit Oaks Hospital, Inc.	New Jersey
Sunstone Behavioral Health, LLC	Tennessee
Temecula Valley Hospital, Inc.	California
Temple Behavioral Healthcare Hospital, Inc.	Texas
Tennessee Clinical Schools, LLC	Tennessee
Texas Cypress Creek Hospital, L.P.	Texas
Texas Laurel Ridge Hospital, L.P.	Texas
Texas Oaks Psychiatric Hospital, L.P.	Texas
Texas San Marcos Treatment Center, L.P.	Texas
Texas West Oaks Hospital, L.P.	Texas
The Arbour, Inc.	Massachusetts
The Bridgeway, LLC	Arkansas
The National Deaf Academy, LLC	Florida
Three Rivers Behavioral Health, LLC	South Carolina
Three Rivers Healthcare Group, LLC	South Carolina
Turning Point Care Center, LLC	Georgia
UHS East End Corporation	District of Columbia
UHS East End Sub, LLC	District of Columbia
UHS Holding Company, Inc.	Nevada
UHS of Fuller, Inc.	Massachusetts
UHS of Hampton, Inc.	New Jersey
UHS of Hartgrove, Inc	Illinois
UHS of Lancaster, LLC	Pennsylvania
UHS of New Orleans, LLC	Louisiana
UHS of Oklahoma, LLC	Oklahoma
UHS of Pennsylvania, Inc.	Pennsylvania
UHS of River Parishes, Inc.	Louisiana

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
UHS of Timberlawn, Inc.	Texas
UHS of Westwood Pembroke, Inc.	Massachusetts
UHS Oklahoma City LLC	Oklahoma
UHSD, L.L.C.	Nevada
UHSL, L.L.C.	Nevada
United Healthcare of Hardin, Inc.	Tennessee
Universal Health Services of Rancho Springs, Inc.	California
University Behavioral, LLC	Florida
Valle Vista Hospital Partners, LLC	Tennessee
Valley Hospital Medical Center, Inc.	Nevada
Wellington Regional Medical Center, LLC	Florida
Wellstone Regional Hospital Acquisition, LLC	Indiana
Windmoor Healthcare Inc.	Florida
Zeus Endeavors, LLC	Florida

SCHEDULE II

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
Ascend Health Corporation	Delaware
Atlantic Shores Hospital, LLC	Delaware
Beach 77 LP	Delaware
Behavioral Health Management, LLC	Delaware
Behavioral Health Realty, LLC	Delaware
Behavioral Healthcare LLC	Delaware
BHC Holdings, Inc.	Delaware
BHC Mesilla Valley Hospital, LLC	Delaware
BHC Northwest Psychiatric Hospital, LLC	Delaware
Brentwood Acquisition—Shreveport, Inc.	Delaware
Calvary Center, Inc.	Delaware
CAT Realty, LLC	Delaware
CAT Seattle, LLC	Delaware
Cedar Springs Hospital, Inc.	Delaware
Coral Shores Behavioral Health, LLC	Delaware
Cumberland Hospital, LLC	Delaware
Cumberland Hospital Partners, LLC	Delaware
DHP 2131 K St, LLC	Delaware
Diamond Grove Center, LLC	Delaware
DVH Hospital Alliance LLC	Delaware
Emerald Coast Behavioral Hospital, LLC	Delaware
Fort Duncan Medical Center, L.P.	Delaware
FRN, Inc.	Delaware
Frontline Behavioral Health, Inc.	Delaware
Frontline Hospital, LLC	Delaware
Frontline Residential Treatment Center, LLC	Delaware
HHC Delaware, Inc.	Delaware
HHC Pennsylvania, LLC	Delaware
Hickory Trail Hospital, L.P.	Delaware
Horizon Health Corporation	Delaware
Horizon Health Hospital Services, LLC	Delaware
Independence Physician Management, LLC	Delaware
Keys Group Holdings LLC	Delaware
Keystone/CCS Partners LLC	Delaware
KMI Acquisition, LLC	Delaware
Laurel Oaks Behavioral Health Center, Inc.	Delaware
Liberty Point Behavioral Healthcare, LLC	Delaware
Manatee Memorial Hospital, L.P.	Delaware
McAllen Hospitals, L.P.	Delaware

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
McAllen Medical Center, Inc.	Delaware
Merion Building Management, Inc.	Delaware
Ocala Behavioral Health, LLC	Delaware
Palmetto Behavioral Health Holdings, LLC	Delaware
Pasteur Healthcare Properties, LLC	Delaware
Pendleton Methodist Hospital, L.L.C.	Delaware
Premier Behavioral Solutions of Florida, Inc.	Delaware
Premier Behavioral Solutions, Inc.	Delaware
Psychiatric Realty, LLC	Delaware
Psychiatric Solutions Hospitals, LLC	Delaware
Psychiatric Solutions, Inc.	Delaware
Ramsay Managed Care, LLC	Delaware
Ramsay Youth Services of Georgia, Inc.	Delaware
Riveredge Hospital Holdings, Inc.	Delaware
RR Recovery, LLC	Delaware
Salt Lake Behavioral Health, LLC	Delaware
Salt Lake Psychiatric Realty, LLC	Delaware
Shadow Mountain Behavioral Health System, LLC	Delaware
Springfield Hospital, Inc.	Delaware
Stonington Behavioral Health, Inc.	Delaware
TBD Acquisition II, LLC	Delaware
TBD Acquisition, LLC	Delaware
TBJ Behavioral Center, LLC	Delaware
Texas Hospital Holdings, Inc.	Delaware
Toledo Holding Co., LLC	Delaware
Two Rivers Psychiatric Hospital, Inc.	Delaware
UBH of Oregon, LLC	Delaware
UBH of Phoenix Realty, LLC	Delaware
UBH of Phoenix, LLC	Delaware
UHP LP	Delaware
UHS Capitol Acquisition, LLC	Delaware
UHS Children's Services, Inc.	Delaware
UHS Funding, LLC	Delaware
UHS Kentucky Holdings, L.L.C.	Delaware
UHS Midwest Behavioral Health, LLC	Delaware
UHS of Anchor, L.P.	Delaware
UHS of Benton, LLC	Delaware
UHS of Bowling Green, LLC	Delaware
UHS of Centennial Peaks, L.L.C.	Delaware
UHS of Cornerstone Holdings, Inc.	Delaware
UHS of Cornerstone, Inc.	Delaware

<u>Entity</u>	<u>Jurisdiction of incorporation or organization</u>
UHS of D.C., Inc.	Delaware
UHS of Delaware, Inc.	Delaware
UHS of Denver, Inc.	Delaware
UHS of Dover, L.L.C.	Delaware
UHS of Doylestown, L.L.C.	Delaware
UHS of Fairmount, Inc.	Delaware
UHS of Georgia Holdings, Inc.	Delaware
UHS of Georgia, Inc.	Delaware
UHS of Greenville, LLC	Delaware
UHS of Kansas City, LLC	Delaware
UHS of Lakeside, LLC	Delaware
UHS of Laurel Heights, L.P.	Delaware
UHS of Madera, Inc.	Delaware
UHS of Parkwood, Inc.	Delaware
UHS of Peachford, L.P.	Delaware
UHS of Phoenix, LLC	Delaware
UHS of Provo Canyon, Inc.	Delaware
UHS of Puerto Rico, Inc.	Delaware
UHS of Ridge, LLC	Delaware
UHS of Rockford, LLC	Delaware
UHS of Salt Lake City, L.L.C.	Delaware
UHS of Savannah, L.L.C.	Delaware
UHS of Spring Mountain, Inc.	Delaware
UHS of Springwoods, L.L.C.	Delaware
UHS of Summitridge, L.L.C.	Delaware
UHS of Texoma, Inc.	Delaware
UHS of Timpanogos, Inc.	Delaware
UHS of Tucson, LLC	Delaware
UHS of Wyoming, Inc.	Delaware
UHS Sahara, Inc.	Delaware
UHS Sub III, LLC	Delaware
UHS-Corona, Inc.	Delaware
Universal Health Services of Palmdale, Inc.	Delaware
University Behavioral Health of El Paso, LLC	Delaware
Valle Vista, LLC	Delaware
Valley Health System LLC	Delaware
Wekiva Springs Center, LLC	Delaware
Willow Springs, LLC	Delaware
Windmoor Healthcare of Pinellas Park, Inc.	Delaware
Wisconsin Avenue Psychiatric Center, Inc.	Delaware